

Historic, Archive Document

Do not assume content reflects current scientific knowledge, policies, or practices.

aHD8008


.U55

1996

ed States
partment of
iculture

est
vice

est Service
ouncil

 **National
Federation of
Federal
Employees**

Master Agreement Between FS and NFFE

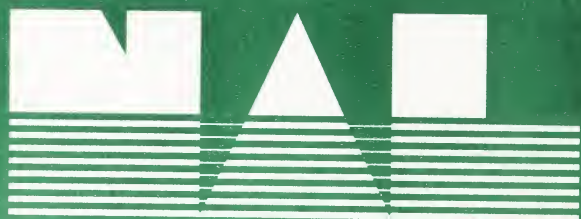
Effective Date: May 6, 1996

Termination Date: May 5, 1999



Labor Management Relations For Forest Service Employees

**United States
Department of
Agriculture**



National Agricultural Library

MAR 3 1999

Received

TABLE OF CONTENTS

| | | |
|-----|------------|---|
| 3 | PREAMBLE | |
| 4 | ARTICLE 1 | RECOGNITION AND UNIT DESIGNATION |
| 4 | ARTICLE 2 | IMPLEMENTATION OF THE AGREEMENT |
| 4 | ARTICLE 3 | DEFINITIONS |
| 6 | ARTICLE 4 | EMPLOYEE RIGHTS AND OBLIGATIONS |
| 10 | ARTICLE 5 | UNION RIGHTS AND REPRESENTATION |
| 15 | ARTICLE 6 | MANAGEMENT RIGHTS |
| 16 | ARTICLE 7 | USE OF OFFICIAL FACILITIES AND SERVICES |
| 20 | ARTICLE 8 | LABOR-MANAGEMENT COOPERATION AND PARTNERSHIP |
| 21 | ARTICLE 9 | GRIEVANCE PROCEDURE |
| 27 | ARTICLE 10 | ARBITRATION |
| 30 | ARTICLE 11 | NEGOTIATIONS |
| 33 | ARTICLE 12 | PRE-NOTIFICATION FOR UNFAIR LABOR PRACTICE CHARGE |
| 33 | ARTICLE 13 | ORIENTATION OF EMPLOYEES |
| 34 | ARTICLE 14 | POSITION DESCRIPTION |
| 35 | ARTICLE 15 | PERFORMANCE MANAGEMENT SYSTEM |
| 38 | ARTICLE 16 | PROMOTIONS AND DETAILS |
| 43 | ARTICLE 17 | AWARDS PROGRAM |
| 45 | ARTICLE 18 | WORK SCHEDULES |
| 48 | ARTICLE 19 | PAY AND PER DIEM |
| 52 | ARTICLE 20 | LEAVE |
| 56 | ARTICLE 21 | ACTIONS BASED ON UNACCEPTABLE PERFORMANCE |
| 58 | ARTICLE 22 | DISCIPLINE AND ADVERSE ACTIONS |
| 64 | ARTICLE 23 | PERMANENT SEASONAL EMPLOYMENT |
| 65 | ARTICLE 24 | TEMPORARY/TERM EMPLOYEES |
| 67 | ARTICLE 25 | EQUAL EMPLOYMENT OPPORTUNITY |
| 69 | ARTICLE 26 | EMPLOYEE ASSISTANCE PROGRAM (CONCERN) |
| 71 | ARTICLE 27 | SAFETY AND HEALTH |
| 77 | ARTICLE 28 | FIRE |
| 80 | ARTICLE 29 | GOVERNMENT-FURNISHED QUARTERS |
| 81 | ARTICLE 30 | TRAINING |
| 83 | ARTICLE 31 | DOWNSIZING AND REORGANIZATION |
| 84 | ARTICLE 32 | SURPLUS EMPLOYEES IDENTIFICATION AND PLACEMENT |
| 89 | ARTICLE 33 | FURLOUGHS |
| 92 | ARTICLE 34 | TRANSFER OF FUNCTION |
| 94 | ARTICLE 35 | REDUCTION IN FORCE |
| 98 | ARTICLE 36 | UNEMPLOYMENT COMPENSATION |
| 99 | ARTICLE 37 | HUMAN RESOURCE PROGRAMS |
| 100 | ARTICLE 38 | CONTRACTING OUT OF WORK |
| 102 | ARTICLE 39 | VOLUNTARY ALLOTMENT OF UNION DUES |

| | | |
|-----|------------|--|
| 103 | ARTICLE 40 | PILOT PROJECTS/DEMONSTRATION PROJECTS |
| 104 | ARTICLE 41 | JOB CORPS |
| 105 | ARTICLE 42 | PERSONAL HARDSHIP |
| 106 | ARTICLE 43 | EMPLOYEE-ATTENDED MEETINGS |
| 108 | ARTICLE 44 | AGREEMENT |
| 110 | APPENDIX A | NATIONAL FEDERATION OF FEDERAL EMPLOYEES CONSOLIDATED UNITS |
| 130 | APPENDIX B | MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF AGRICULTURE AND NATIONAL FEDERATION OF FEDERAL EMPLOYEES |
| 133 | APPENDIX C | ACRONYMS USED IN THE MASTER AGREEMENT |

PREAMBLE

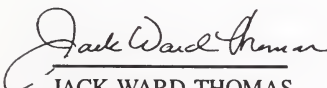
Under the policy set forth by the Civil Service Reform Act of 1978 and Executive Order 12871 regarding Federal Labor-Management Relations, the Articles of this National Agreement, together with any and all Subordinate Agreements and/or Amendments that may be agreed to at later dates by the representatives of the Parties at the appropriate level, constitute the total Agreement. The PARTIES are the United States Department of Agriculture, Forest Service (Management), and the National Federation of Federal Employees, Forest Service Council (Union).

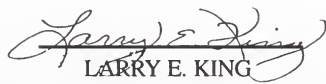
This Agreement is entered into pursuant to the Certification of Consolidation of Units, dated July 23, 1979.

The PARTIES recognize the importance of building a constructive and cooperative bilateral relationship that will aid in achieving the mission of the Forest Service. They are jointly committed to serving the public interest by promoting "good Government." They are committed to the use of consensual decisionmaking and interest-based problem solving to achieve the effective conduct of public business and the well-being of employees.

The PARTIES recognize that both the well-being of employees and efficient administration of the Government are ameliorated by providing employees an opportunity to participate in the development and implementation of personnel policies and practices affecting the conditions of their employment. The maintenance of a constructive and cooperative Union-Management relationship at the appropriate levels will encourage this participation. Toward that end, the PARTIES recognize that many issues are best left for consensual decisionmaking and interest-based problem solving at the appropriate levels, and thus agree to promote the establishment and maintenance of labor-management partnership councils at those levels to facilitate issue identification and resolution by consensus.

The PARTIES agree that the public interest demands the highest standards of performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of Government operations, and that this Agreement should promote the ease and efficiency of Management's operation. Therefore, the PARTIES are committed to following both the letter and intent of the Articles contained in this Agreement.


JACK WARD THOMAS
Chief, USDA Forest Service


LARRY E. KING
President, NFFE-FSC

ARTICLE 1

Recognition and Unit Designation

- 1. Recognition:** Management recognizes that the National Federation of Federal Employees, Forest Service Council, is the exclusive representative of all employees in the consolidated bargaining units.
- 2. Units:** This Agreement is applicable to a professional consolidated bargaining unit and a nonprofessional consolidated bargaining unit covering Forest Service employees as described in Appendix A. The Parties further agree that this Agreement will apply to additional groups of Forest Service employees for whom NFFE is certified as the exclusive representative. Appendix A is a guide to the bargaining units. It is not intended to change the status of units as they exist at the time of this agreement.

ARTICLE 2

Implementation of the Agreement

Within ninety (90) days of the approval date of this Agreement, and upon certification of a new Unit or an amendment to an existing Unit, the Parties at the local level will meet to discuss the terms and conditions of this Agreement. The Parties may develop necessary working arrangements for various Articles of this Agreement. The Parties may also schedule any necessary training or other mandated activities.

ARTICLE 3

Definitions

For the purpose of this Agreement, the terms listed below are defined as follows:

- 1. Union:** the NFFE, the Forest Service Council, Local Unions, Local Officers of the Union, Union Stewards, and other authorized representatives designated by any of the above.
- 2. Management:** all levels of Management to that the Forest Service assigns managerial or supervisory responsibilities. This term is equivalent to employer.
- 3. Partnership:** a joint process whereby the Union and Management work together cooperatively to achieve Forest Service goals and meet employee interests by identifying and mutually resolving problems and improving their day-to-day working relationships.
- 4. Parties:** Management and Union collectively at the national level or any level of the Forest Service organization where NFFE, Forest Service Council, has recognition.
- 5. Forest Service Council (FSC or Council):** the consolidated bargaining units (professional and nonprofessional) comprising all the NFFE Locals in the Forest Service.

6. Forest Service Council Executive Board: the FSC President, FSC Vice Presidents, and FSC Secretary-Treasurer.

7. Chief: Chief, Forest Service, USDA.

8. Local Management: Management of each individual National Forest, Job Corps Center, Regional Office, Research Station, Technology and Development Center, or Washington Office that has a NFFE Local Union.

9. Local Union: a Local of the National Federation of Federal Employees that represents a bargaining unit certified by the FLRA or as presently recognized by the parties. This Agreement has been negotiated to cover the professional and nonprofessional units as one unit.

10. Employee: an individual employed in the Forest Service who is included in a representative unit or otherwise recognized by the Parties during interim situations.

11. Supervisor: an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit that includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority. [5 USC 7103(a)(10)]

12. Subordinate Agreements: any agreement negotiated by the Parties, other than this Master Agreement.

13. Negotiation: the mutual obligation of the Parties to meet or otherwise communicate at reasonable times on a timely basis and bargain in a good faith effort to reach agreement with respect to conditions of employment.

14. Midterm Negotiations: bargaining changes affecting conditions of employment during the life of this Agreement that are not in conflict with this Agreement.

15. Interest-Based Problem Solving: a process of resolving problems by mutually identifying issues, interests, options, and standards by which those options are evaluated. The solution is reached by consensus.

16. Consensus: when all members of a group agree upon a single alternative and each group member can honestly say: "I believe that you understand my point of view and that I understand yours. Whether or not I prefer this decision, I support it because it was reached fairly and openly and it is the best solution for us at this time."

17. Intermediate Level:

a. For Management, it means:

Washington Office None
National Forest System Regional Forester
Research Deputy Chief for Research
International Forestry None
Institute of International
Tropical Forestry (IITF) None
State and Private Forestry. None
Job Corps Director, WO Field Office
Law Enforcement Regional Special Agent in
Charge (RSAC)

b. For the Union, it means:

Forest Service Council Vice Presidents

18. Emergency Situation: any situation that is temporary in nature and that poses sudden, immediate, or unforeseen work requirements as a result of natural phenomena or other circumstances beyond Management's reasonable control or ability to anticipate.

19. Day: unless stated otherwise, day means calendar day. If a due date falls on a Saturday, Sunday, or holiday, the next official workday will be considered the due date.

20. Union official and/or Union representative: a representative or designee of the NFFE Forest Service Council, any accredited National Representative of the NFFE, or the duly elected or appointed Union Representatives of a Local NFFE Union.

21. Service Computation Date: for purposes of seniority in this Agreement, Service Computation Date will be computed on the basis of Leave Service Computation Date.

22. Line Unit: a functional area supervised directly by a Line Officer including Ranger District, Research Project, Job Corps Center, or higher level.

23. Work Unit: a separate functional part of a Line Unit.

ARTICLE 4

Employee Rights and Obligations

1. The Parties agree to mutually establish and maintain an environment that promotes good workmanship, protects human dignity, assures equal treatment of employees, and maintains high standards of employee performance.

2. Rights:

- a. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided, such rights include the right:
- (1) to act for the National Federation of Federal Employees in the capacity of a representative and the right in that capacity to present the views of the National Federation of Federal Employees to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities;
 - (2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees; and
 - (3) to invest their money, donate to charity, and participate in similar types of activities freely and without coercion.
- b. Weingarten Right:
- (1) An employee has the right (commonly known as the Weingarten Right) to be represented by the Union at any examination of the employee by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.
 - (2) During the month of June, employees will be given notification of the right to have Union representation at any Management initiated investigation that the employee feels may result in disciplinary action. Management will specifically advise all Special Agents and employees empowered to conduct an investigative interview, in writing, annually, of the Union's coverage of the units they serve, the employees' right to request Union representation, and their obligation to grant it before continuing. The Union will be invited to present their rights and responsibilities to the Law Enforcement community at any Regional Annual Law Enforcement meeting. The Union will also advise all bargaining unit members of their right to Union representation at any other times they determine it necessary. In accordance with Article 7, the Union may have access to Management's internal mail systems, including electronic mail, to supplement this notice. In addition, Management will include the annual notification in the employee orientation package and will permanently post the notification on the Employee Information Bulletin Boards.

- c. An employee has the right to be represented by the Union at any meeting when the employee has a complaint concerning conditions of employment.
- d. An employee may be represented by an attorney or other representative other than the National Federation of Federal Employees, of the employee's own choosing, in any appeal action not under the negotiated grievance procedure. The employee may exercise grievance or appellate rights that are established by law, rule, or regulation.
- e. When exercising the rights above and other rights under this Agreement, employees will be granted a reasonable amount of official time for initiating, reviewing, preparing, and presenting the grievance.

3. Any employees using official time will inform his/her supervisor of the approximate length of time needed and the location where the employee will be. If the employee cannot be released immediately for work-related reasons pertaining to the mandatory short-term coverage and/or the critical mission of the functional area, the employee will be released as soon as the mandatory work requirement is met or appropriate arrangements are made. Ordinary work load will not preclude the release of the employee. If a delay in releasing an employee involves a situation with a contractual time limit, the time limit will be extended equal to the delay.

4. This Agreement does not prevent any employee, regardless of employee organization membership, including Union representatives, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or Agency policies.

5. Management will not take reprisal actions against employees for the exercise of any appeal right granted by law, rule, regulation, or this Agreement.

6. Every employee has the right to be treated with common courtesy and consideration normal in an employer-employee relationship by supervisors and Management Officials.

7. Obligations:

- a. Employees shall have the right to engage in outside activities and employment of their own choosing, and otherwise conduct their private lives as they see fit, in accordance with the following subsections:
- b. Employees shall not accept a fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which the acceptance may result in or create the appearance of conflicts of interest; engage in outside employment that tends to impair their mental or physical capacity to perform their jobs; receive any salary or anything of monetary value from a private source as compensation for Government services. An employee may participate without prior approval in the activities of national or State

political parties not prohibited by law, and may participate in the affairs of or accept an award for a meritorious public contribution of achievement given by a charitable, religious, professional, social, fraternal, nonprofit educational and recreational, public service or civic organization.

- c. An employee is required to seek advance approval of outside employment. This section is to be applied in a manner that is consistent with an employee's Constitutional rights.

8. An employee may request reassignment at any time. Management will consider the request and will respond in writing within 30 days, stating the reasons for the decision. When the request is due to conflict with his/her work supervisor and the employee has tried to resolve the conflict, the employee may request the assistance and intervention of higher-level Management. Management will intervene, as appropriate, and such intervention may include counseling, training, team building, details, reassignment, or physically separating the employees in conflict for a "cooling off" period, as some of the methods of resolving the conflict.

9. Employees shall be kept informed of rules, regulations, and policies under which they are obligated to work.

10. Employees shall not be given warnings or statements of disapproval, counseled on conduct or unacceptable performance, or given oral warnings except in a setting that protects confidentiality. In special job-related situations involving safety and/or well-being of employees, immediate public admonishment is appropriate, e.g., co-worker harassment or safety violations.

11. Records maintained on an employee that are not maintained on a permanent basis will be removed from official files in accordance with the Government's retention schedule unless otherwise specified in this Agreement. The records will be destroyed, or given to the employee upon the employee's request.

12. Whenever practical, employees will have a profile on the electronic office system. No employee will be penalized for the lack of a profile, e.g., pay, benefits, training, or advancement opportunities.

- a. Management will not access an employee's electronic profile or storage media (including "floppy disks") unless such access is required for internal purposes, e.g., for criminal investigations, or where management has reasonable cause to believe an employee is violating regulations in using the electronic office system.
- b. Management will inform the employee when access is made for urgent, work-related reasons and will access only work-related documents. If the employee requests confirmation in writing, it will be given.
- c. Management will provide general policy information to the Union on all communication tracking hardware/software such as "sniffers" or "filters"

that may be used to monitor electronic communication systems for appropriate use or internal purposes as described in Section 12.a. Such policy information will include where and when they are being used or are to be used, how they would be used, the purpose of their use, and the types of employees who will be authorized to use the tracking hardware/software. Bargaining unit employees will be made aware of the subject policy on an annual basis.

ARTICLE 5

Union Rights and Representation

1. Representation:

- a. The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for these employees. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to Union membership.
- b. The properly designated officers or representatives of the NFFE Forest Service Council have the right to represent the employees within the entire bargaining unit in the Forest Service. Vice Presidents (or their designees) of the NFFE Forest Service Council have the right to represent employees within the management units to that they are assigned, i.e., the Regions, Job Corps, Research. If and when the Forest Service establishes new organizational structures, the National Parties will discuss appropriate representational arrangements. Local officers and representatives have the right to represent employees within their Local.
- c. The contacts at the national level are the President, NFFE Forest Service Council, and the Chief of the Forest Service or their designees. The Council representative may authorize the NFFE National Office to act on its behalf in any dealings with Management. Contact will be made by mail, telephone, or as otherwise mutually agreed.
- d. The Forest Service Council will provide Management with a list of names and electronic addresses of all Forest Service Council officers.
- e. The Local Union will designate one Union representative and one alternate for each Local who will be the contact for Management to notify concerning conditions of employment. When a Local Union representative has not been designated, the Council Vice President will be the alternate. In addition, the Union will designate Council Vice Presidents, whose alternate will be the Forest Service Council President or his/her designee, who will be the contact for matters concerning conditions of employment for designated management units. In local units where there has been no representative designated by the Local or the Council Vice President, Management will tell employees with a complaint how to contact the nearest Council Vice President.

- f. For the purpose of administration of this Agreement, Management agrees to recognize representatives of the NFFE National Office in lieu of or in addition to local officials and officials of the NFFE Forest Service Council.

2. The Union has the right to represent an employee or group of employees in presenting a grievance or other appeal, or when raising matters of concern or dissatisfaction with Management. The Union has exclusive right to represent employees under the negotiated grievance procedure in this Agreement and to invoke arbitration. An employee or group of employees may present a grievance without representation by the Union, provided that the Union is a party to all discussions and grievance processing. In any case, the Local Union shall have the right to be present at the adjustment. The adjustment must be consistent with the terms of the Agreement. For written grievances, the Union will have access to all written responses upon request. The Union will be given copies of all decisions.

3. Union Representatives: The Union has the right to designate bargaining unit representatives. The designated Union representatives and their designated points of contact will be given in writing to local Management. Local Management will recognize representatives designated by the Union.

- a. Union representatives will use the most economical efforts to resolve representational matters by use of telephones, mail, or telecommunications whenever practical in accordance with Article 7. Use of Government-owned or -leased vehicles for such representation will be in accordance with the provisions of Article 7.
- b. Recognizing the benefits of having Union representatives for each line organizational level, representative unit, official duty station, etc., the Local Parties may make appropriate arrangements for cost-efficient and -effective representation. The provisions that follow constitute procedures established for contact purposes only. For representational purposes, the Union retains its right to choose representative(s) and will notify management accordingly:
 - (1) The Union will designate one Union representative and at least one alternate for each Local who will be the Union contact for Management concerning conditions of employment for the local management unit. If a Local does not have a representative designated in accordance with I.e. above, Management is not obligated to notify or provide information or negotiate as provided elsewhere in this Agreement for conditions of employment affecting the unit for which a representative has not been designated.
 - (2) Each Local Union may designate one chief steward for each local management unit (as defined in Article 3.8) plus at least one steward for each line organization below the management level who will be the Union contact for Management for grievances, formal discussions, and investigative interviews for their designated area. When more than one steward has been designated for

a line organization, the Union will inform Management as to which Steward will be the contact for specific matters. If a line organization has more than one shift or duty station, a steward or other representative may be designated for each shift or duty station.

4. Formal Discussions: The Local Union President or designee will be given reasonable notice of, and provided reasonable time to be present at, formal discussions. A formal discussion is any meeting between one or more representatives of the Forest Service and one or more bargaining unit employees concerning any grievance, personnel policy or practice, or other general condition of employment. The Local Union will be given the opportunity to attend and participate when the Local Union deems appropriate. Examples of formal discussions include family meetings, TQM or similar meetings, grievance meetings (see Article 9), and orientation meetings (see Article 13).

5. Official Time:

- a. Union officials will be granted official time to perform the following representational functions:
 - (1) review Management's proposals concerning negotiations and changes in policies, practices, and matters concerning working conditions;
 - (2) perform general representational and contract administration functions;
 - (3) receive, review, prepare, and present grievances;
 - (4) handle complaints such as FLRA, MSPB, EEOC, GAO, etc.;
 - (5) prepare for negotiations;
 - (6) conduct negotiations;
 - (7) prepare reports required by 5 U.S.C. 7120(c);
 - (8) contact other Union officers regarding aforementioned functions; and
 - (9) visit, phone, and write to elected representatives in support of or opposition to pending or desired legislation that would affect working conditions of employees represented by the FSC in accordance with conditions set forth in Section 5.f below.
- b. The Parties agree that administration of this Agreement is of mutual benefit. Therefore, when the Parties agree, less than full-time employees (Permanent Seasonal) in off-duty status who are needed to effectively resolve complaints

and Labor Management issues will be paid appropriately as mandated by applicable law or case law for the time spent administering this Agreement.

- c. Travel and per diem will be paid to designated Union officials who are employees and who are performing representational functions as specified in this Agreement when the travel serves the convenience of the Forest Service or otherwise is in the interest of the Government. Use of Government-owned or -leased vehicles for such Union official will be in accordance with the provisions of Article 7.
- d. Union officials will be granted reasonable amounts of official time to perform the representational functions listed in Section 5.a. The actual amount of official time to be used may vary in each situation.
- e. Union officials and their supervisors are expected to communicate with each other (on the use of official time), including information about the representation matter (Article 5.a.), any confidentiality concerns, the approximate length of time needed, and location. Both are encouraged to agree to ongoing arrangements regarding use of official time that are suitable to their circumstances.
- f. Union officials performing functions noted in Section 5.a.9. above, are subject to the following conditions:
 - (1) Only members of the FSC Executive Board or their designee will be permitted a reasonable amount of official time on any given legislative initiative.
 - (2) During the annual Union-sponsored congressional contact meetings, each participating Union official may use up to 16 hours of official time subject to the Regional, Research, and Job Corps cap as follows:
 - (a) FSC Executive Board - 80 hours
 - (b) Regions with 10 or more Locals - 32 hours each
 - (c) Regions with less than 10 Locals - 16 hours each
 - (d) Research and Job Corps - 16 hours each
 - (3) Up to 320 hours of official time may be used per meeting, with the Forest Service Council Executive Board authorized to adjust unused hours on an annual basis. The 320-hour bank of hours may be increased by agreement of the National Parties.

6. Release Procedures for Use of Official Time: This is the procedure for release of official time where the Parties (including individual Union representatives and their supervisors) are not mutually agreeable to alternative arrangements on a continuing basis.

- a. If the Union official cannot be released immediately for work-related reasons pertaining to mandatory short-term coverage and/or the critical mission of the functional area, the Union official will be released as soon as the mandatory work requirement is met or other appropriate arrangements are made. Ordinary workload will not preclude the release of the Union official. Delay of more than one (1) day in release will be given to the Union official in writing, explaining the reason for the delay. If a delay in releasing a Union official involves a situation with a contractual time limit, the time limit will be extended equal to the delay.
- b. When performing representational functions with employees at other worksites, the Union official will notify the unit head or the immediate supervisor before visiting an employee(s). If the visit would unduly interfere with work requirements, the supervisor shall establish another time at which the Union official can visit the employee.

7. Local Working Relations: The Local Parties, especially Union representatives and first-line supervisors, are encouraged to meet as necessary to discuss informally and attempt resolution of matters of mutual concern including, but not limited to, employees' concerns or dissatisfactions and problems of Agreement interpretation and administration.

8. Nonabridgement Clause: The provisions of this Agreement shall not nullify or abridge the rights of employees or the Union to grieve or appeal the exercise of Management rights set forth in this Agreement through appropriate channels.

9. Membership Drives: Upon request and subject to normal security limitations, the Union shall be granted authority to conduct up to two (2) membership drives at any location within a one (1) -year period, up to forty-five (45) days duration each, before- and after-duty hours, and at break periods and lunch periods. Upon request, Management shall provide the Union with available, reasonable and visible space, tables, bulletin boards, and easels for use in such drives. Internal mail distribution facilities shall be made available in accordance with Article 7.

10. Restraint: There shall be no restraint, coercion, or discrimination against any Union official because of the performance of duties in consonance with this Agreement and the Act, or against any employee for filing a complaint or acting as a witness under this Agreement, the Act, or applicable regulations.

ARTICLE 6

Management Rights

1. Government Regulations: In the administration of all matters covered by this Agreement, the Parties and the employees are governed by existing or future laws.

2. The exercise of Management's rights does not abrogate the Union's rights to negotiate:

- a. procedures that Management Officials of the agency will observe in exercising any authority under this Article, or
- b. appropriate arrangements for employees adversely affected by the exercise of any authority under Section 7106(b) of Chapter 71, Title 5 of the U.S. Code by such Management Officials; nor does it affect grievance rights as established by Article 9.

3. Reserved Rights: Management retains the right:

- a. to determine the mission, budget, organization, number of employees, and internal security practices of the Agency, and
- b. in accordance with applicable laws:
 - (1) to hire, assign, direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;
 - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Management's operations shall be conducted;
 - (3) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and
 - (4) to take whatever actions may be necessary to carry out the Agency mission during emergencies.

4. Permissive Rights - 5 U.S.C. 7106(b)(1):

- a. Subject to specific delegations of authority within the Agency, negotiations may take place, at the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

- b. Consistent with the provisions of Executive Order No. 12871, the Agency has elected to bargain on the subjects identified above in Section 4.a., while the Executive Order is in effect. In the event the Executive Order is no longer applicable, the parties will continue to address management rights issues under Partnership.

ARTICLE 7

Use of Official Facilities and Services

1. Union Office Space and Equipment:

- a. The Union shall be responsible for the proper use and care of the facilities, services, and equipment provided in this Article.
- b. Upon request, each Local and each Council Officer shall be provided reasonable office space and equipment to conduct representational functions. Union office space shall be reasonably private and secure to assure confidentiality of records and conversations. Office equipment will include telephone service, electronic communications (Data General, etc.) and standard office furniture.
- c. Office space to be used exclusively by the Union is a subject for local bargaining. The intent of the Parties is that exclusive office space will be provided unless an exclusive office is unavailable because of severe space limitations, or the Agency can demonstrate that representational activity is at such a low level that exclusive office space is not warranted. In such cases, the Agency will, upon request by the Union, provide nonexclusive office space that is reasonably private and secure.

2. Union Use of Electronic Communication Systems:

- a. Union officials employed by the Forest Service will be allowed to use electronic communication (EC) systems to communicate with Forest Service Council Officers and members of the bargaining unit as provided for in this section. Use of EC will be consistent with applicable laws and regulations. Electronic communications systems is defined as the Data General (DG) and its successor system, fax, and land-line phone systems. Additional EC may be furnished by the Forest Service (e.g., pagers, cellular phones, laptop computers, etc.) subject to negotiations at the appropriate level.
- b. Union officials will be authorized to use EC for representational purposes as defined in Article 5.5.a. Such use will be permitted on official time.
- c. Subject to the provisions in (1) thru (3) below, Union officials will be authorized the use of the EC for internal union business for such purposes as

information sharing and to prepare/send newsletters. This use may be done provided such document preparation, distribution, and reading is done on nonduty time. All prepared documents that contain internal business topics will be transmitted with a message such as: "Contains internal union business information—document has been prepared and distributed on nonduty time. Reading and any subsequent action by the recipient must be done on nonduty time."

- (1) Uses of EC for Union membership drives must be requested in advance and agreed to by the Parties at the appropriate level per Article 5.9.
 - (2) If not prohibited by law or regulation, the use of EC for conducting elections of Union officers, and advocacy of or actual lobbying of Congress on conditions of employment for bargaining unit employees, may be permitted subject to negotiation at the appropriate level.
 - (3) Use of the EC for organizational drives is not authorized.
- d. EC profiles or drawers used by Union officials shall be confidential. Management will not initiate access of any Union profiles except for internal security investigation or deleting the profile. Before they are deleted, the Union will be notified and be given an opportunity to be present.
 - e. The Union agrees to effectively use and manage its EC space through coordination of mailings and archiving or deleting unnecessary files. Electronic bulletin boards or Information Center Services may be set up and used to promote better EC space utilization.

3. Mail Service:

- a. The internal mail distribution service of Management shall be available for reasonable use by the Union.
- b. For representational functions, Management will provide and pay for mail service, including the United States mail and messenger service operated by the U.S. Postal Service, and use the United States mail under the indicia and certified mail, as well as any other mail service the agency utilizes. The name and Local Union or the name and title of a council officer, as well as the address, will be placed on the top, left-hand side of the envelope.

4. Bulletin Boards:

- a. Bulletin board space of at least 24" x 36" for posting notices and literature, limited to NFFE Local use only, will be available at each location where there is an employee information bulletin board.
- b. Additional bulletin boards and/or space may be negotiated at the local level.

5. List of Employees: The Forest Service agrees to furnish to the Local Union, usually not more than quarterly, an up-to-date list of employees in the organizational unit showing name, position, title, LMR code, FLSA code, and official duty station as requested by the Local. Additional information, including home addresses, will be furnished upon request on a case-by-case basis in compliance with the Privacy Act and case law.

6. Publications: Management agrees to provide to Union representatives and employees reasonable access to publications such as the Forest Service Manual, Federal Personnel Manual Handbooks, Position Classification Standards, and other publications available in offices of the Forest Service. One set of the FSM and Handbooks dealing with personnel policies and practices and working conditions and related FSM materials will be provided to NFFE Forest Service Council upon request in addition to the set provided at NFFE National Headquarters. When the availability of the information above changes, it is an appropriate subject for impact and implementation bargaining under Article 11.

7. Use of Government-owned or -leased Vehicles: For the purpose of this Agreement:

a. Government-owned or -leased vehicles may be used for local representational functions for which official time will be used, provided:

- (1) a vehicle is available;
- (2) the Union representative has made reasonable efforts to resolve the matter through the use of telephones, mail, etc.; and
- (3) a more economical and efficient method of transportation is not available.

b. A Union official may choose to use a privately owned vehicle instead of a Government-owned or -leased vehicle for Union travel as defined in this Agreement. Such travel is advantageous to the Government, and the mileage will be paid at the maximum rate unless:

- (1) a Government vehicle with a seat available is already scheduled to the same destination; or
- (2) such payment is deemed not in compliance with the Federal Travel Regulations.

c. Government-owned or -leased air and/or water transportation may be used for local representation functions for which official time will be used, provided:

- (1) a seat is available at no additional cost;

- (2) the Union representative has made reasonable efforts to resolve the matter through the use of telephones, mail, etc.; and
- (3) a more economical and efficient method of transportation is not available.

8. Forest Service Council officers may negotiate provisions for use of office space and equipment in accordance with the provisions of this Article.

9. The following matters may be negotiated locally on request of either Party:

- a. parking;
- b. lunchtime meetings;
- c. lunch and break-room facilities and arrangements;
- d. facilities for day care centers per Public Law 99-190;
- e. facilities for dependent care centers if allowed by law or regulation; and
- f. physical fitness centers provided through Wellness Committees/Programs.

10. The Local Union may negotiate the impact and implementation of changing office/work facility conditions before those plans are presented for implementation. Local Parties should make a concerted effort to address changing office/work facility conditions in the planning stage. The Local Union will be allowed to review any office/work facility lease agreements prior to Forest Service signing.

11. **Transit Subsidy:** Transit subsidies may be negotiated at the local level. Such programs may include the sale of discounted transit passes or other mass transit incentives for using public transportation as authorized under the Federal Employees Clean Air Incentive Act, Public Law 103-172.

Labor-Management Cooperation and Partnership

1. Labor-Management Partnership Councils:

- a. The Parties to this Agreement endorse the establishment of Partnership Councils at appropriate levels within the Forest Service. The following general principles apply to all Partnership Councils within the Forest Service:
 - (1) Through Partnership Councils, the Parties serve as full Partners to identify problems and craft solutions to better serve the Agency's employees, customers, and mission.
 - (2) The members to each Partnership Council are the designated representatives of Management and the Union at the appropriate level.
 - (3) The Partners at each level shall determine the size and composition of their Partnership Council. Each Partner is empowered to choose its own representatives.
 - (4) Partnership Councils are expected to be decisionmaking bodies. Councils will operate on a consensual basis; use interest-based, problem-solving techniques; and, whenever possible, predecisional involvement should be afforded to both Parties.
 - (5) Partnership Councils at appropriate levels are directed by Executive Order 12871; however, the Parties at each level are authorized and encouraged to establish or continue Partnership Councils whether or not the Executive Order remains in effect.
 - (6) Partnership Councils may consider any issue, without regard to the Management Rights in Article 6, but are subject to applicable laws, regulations, and this Master Agreement.
 - (7) If consensus cannot be achieved within the Partnership context, the Parties, jointly or individually, are free to proceed to other issue resolution processes as appropriate.
- b. A Partnership Guide, issued by the Forest Service Partnership Council (FSPC), is for use by the Parties at all levels. Partnership Councils are empowered to adopt or adapt such guidance to meet their needs, subject to the general principles stated above. The Forest Service Partnership Council (FSPC) Agreement is included in the Guide.

2. Labor-Management Committees: Whether or not the Local Parties choose to establish a Partnership Council, Labor Management Committees may be established through the negotiation process. The purpose of such Committees will be to discuss the administration of this Agreement and other matters of local concern such as RIF, Incentive Awards, EEO, Contracting Out, and/or Training, as defined by the Local Parties. The negotiations must also include procedures for dissolving the Committee if it is found not to be meeting its primary purpose of promoting better communications between the Local Parties.

ARTICLE 9

Grievance Procedure

1. Common Goal: The purpose of this Article is to provide a mutually acceptable method for the prompt resolution of grievances filed by the Parties and/or employees. The Parties agree that most grievances and complaints should be resolved in an orderly, prompt, and equitable manner that will maintain the self-respect of the employee and be consistent with the principles of good management and public interest.

2. Definitions: Grievance means any complaint:

- a. by any employee concerning any matter relating to employment of the employee;
- b. by any labor organization concerning any matter relating to employment of any employee; or
- c. by any employee, labor organization, or agency concerning:
 - (1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

3. Exclusions:

- a. This grievance procedure does not apply to:
 - (1) any claimed violation of 5 U.S.C. Chapter 73, Subchapter III, relating to prohibited political activities (Hatch Act);
 - (2) retirement, life insurance, or health insurance;
 - (3) a suspension or removal under 5 U.S.C. 7532 (national security reasons);

- (4) any examination or certification administered by Office of Personnel Management;
- (5) appointments;
- (6) the classification of any position that does not result in the reduction in grade or pay of an employee;
- (7) reduction-in-force or furloughs of more than thirty (30) days;
- (8) separations during a probationary or trial period (this exclusion shall be null and void should a change in case law occur that approves or provides for grievances of this nature);
- (9) separation or reduction in grade taken against specific employees who have no statutory right to appeal those adverse personnel actions to the MSPB (this exclusion shall be null and void should a change in case law occur that approves or provides for grievances of this nature);
- (10) bills of collection issued to employees that are covered by special process in Article 22, Section 9;
- (11) collections from accountable officers (unless case law makes it grievable); or
- (12) determinations of exempt/nonexempt status and claims for compensation under FLSA.

b. For those matters that are grievable, this procedure shall be the exclusive procedure for the Parties and employees. However, nothing in this section shall prevent employees from exercising the option of appealing adverse actions or actions for unacceptable performance to the Merit Systems Protection Board or processing any prohibited personnel practice defined in law through the statutory appeal process, provided that the employee has not filed a grievance in writing on the matter in accordance with this Agreement. In the event MSPB accepts the appeal of an employee who has filed a grievance in writing, the grievance will be canceled.

4. Resolution:

- a. Most grievances arise from misunderstandings or disputes that can be resolved promptly and satisfactorily on an informal basis. In order to resolve grievances at the lowest level, the participants are encouraged to have open discussions. However, discussions prior to and throughout the grievance process do not extend any time frames unless mutually agreed to in writing.

- b. Management will cancel an employee's grievance at the employee's request, or upon termination of the employee's employment with the Agency, unless personal relief to the employee may be granted after termination of employment, or upon the death of the employee, unless the grievance involves a question of pay.

5. Application: A grievance may be filed by an employee or a group of employees, by the Union, or by Management. Only the Union, or a representative designated by the Union, may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have it resolved without representation by the Local Union provided that the Local Union will be given an opportunity to be present at all formal discussions in the grievance process. Any resolution must be consistent with the terms of this Agreement. Upon request of either Party, the number of representatives at representational meetings will be equal. Management will approve additional Union representatives when reasonably appropriate. The Parties agree to keep the number of participants at the meetings to a necessary minimum.

6. Employee and Union Procedure:

- a. Grievances taken in response to a written decision letter notifying the employee of an action under 5 U.S.C. 7512 (Adverse Actions) or 5 U.S.C. 4303 (Unacceptable Performance) will inform the employee of whether the grievance may be filed at Step 1 or Step 2.
- b. Grievance Prevention: The early identification and resolution of problems is recognized as an effective way of preventing grievances. Employees should be encouraged to meet as soon as problems develop to avoid having to use the formal grievance process.
- c. Alternative Dispute Resolution: The parties are encouraged jointly to develop optional ADR processes that will facilitate resolution of problems.
- d. Step 1:
 - (1) The complaint will be taken up in writing by the grievant and/or the assigned Union representative with the first-line officer or equivalent, i.e., District Ranger, Staff Director, Job Corps Center Department Head, RO/WO Group Leader, Supervisory Law Enforcement Officer, Project Leader or Nursery Superintendent, within thirty (30) days unless the grievant could not reasonably be expected to be aware of the incident.
 - (2) The written grievance will identify the nature of the grievance, a summary of the issues, and the relief requested.
 - (3) A written decision will be transmitted to the grievant and Union within twenty-one (21) days after the written presentation of the

grievance. Included within such decision shall be a statement indicating the grievant's right to submit a grievance to Step 2.

e. Step 2:

- (1) If the grievant is dissatisfied with the resolution given in Step 1, the grievant may submit the grievance in writing within twenty-one (21) days after receipt of the decision of the Step 1 grievance to the following appropriate official:

| | |
|--|----------------------------------|
| Job Corps | Center Director |
| National Forests | Forest Supervisor |
| Regional Office | Staff Director or equivalent |
| Research Unit | Assistant Director or equivalent |
| Technology and Development Center | WO Engineering Staff Director |
| Washington Office | Staff Director or equivalent |
| LE&I | Regional Special Agent In Charge |

- (2) The written grievance will specify unresolved issues and the relief requested. Grievances beginning at Step 2 will include the information required under Step 1 above and a copy of any letter or document being grieved.
- (3) A meeting may be held to resolve, discuss, or clarify facts and issues that may affect the decision, when mutually agreed by the Parties. When the meeting would require the Parties or the grievants to leave the Local Unit, electronic communications may be used at the option of either party.
- (4) A written decision will be transmitted to the grievant and Union within twenty-one (21) days after the written presentation of the grievance. Included within such decision shall be a statement indicating the grievant's right to submit a grievance to Step 3.

f. Step 3:

- (1) If the grievant is dissatisfied with the decision given in Step 2, the grievant may submit the grievance in writing within twenty-one (21) days after receipt of the decision of the Step 2 grievance to the following appropriate officials.

| | |
|--|--|
| National Forests and Regional Offices | Regional Forester |
| Job Corps | Field Office Director Washington Office |

Technology and
Development Center
and LE&I Deputy Chief for Administration
Research Unit Station Director or Director, Forest
Products Laboratory

- (2) The written grievance will specify unresolved issues and the relief requested. Grievances beginning at Step 3 will include the information required under Step 1 above and a copy of any letter or document being grieved.
 - (3) A meeting may be held to attempt to resolve the grievance when mutually agreed.
 - (4) The official listed above shall render a written decision to the grievant and the Union within thirty (30) days of receipt of the Step 3 grievance. This decision shall be the final Agency decision on the grievance. Included with the decision shall be a statement indicating that if the grievance is not resolved, the Union may refer the matter to arbitration in accordance with Article 10.
- g. If in any step of the grievance procedure it is determined that the Management Official does not have the authority to resolve the grievance, the grievant will be informed and the grievance will be forwarded to the proper official. This will fulfill the grievant's obligation to meet the timetable set up in the grievance procedure, but it will not be considered as one of the steps. Any grievances starting at the Step 2 level that are not resolved, may proceed to the final Step 3 level. Any grievances filed with the Regional Forester or equivalent at the first step that are not resolved may proceed to the Deputy Chief for Administration, Washington, D.C., as a Step 3 grievance.

7. Local Management Grievance Procedure:

- a. Alternative Dispute Resolution: The parties are encouraged jointly to develop optional ADR processes that will facilitate resolution of problems.
- b. Step 1: The Local Manager will notify the Local Union President or other designated Local Official of a potential grievance. This notification must be made within fourteen (14) days of the incident that gave rise to the potential grievance unless Management could not reasonably be expected to be aware of the incident by such time. In that case, the notification must be given within fourteen (14) days of the date that Management should have become aware of the incident. Within seven (7) days, the Parties will meet to discuss the facts surrounding the grievance and will attempt to resolve it. If not resolved, the Local Official shall respond in writing to the Local Manager within fourteen (14) days of the meeting.
- c. Step 2: If not resolved at Step 1, the Local Manager may submit the grievance to the Forest Service Council Grievance Committee within

fourteen (14) days after receipt of the written response in Step 1. The Forest Service Council Grievance Committee will make a decision in writing to the Local Manager within fourteen (14) days of receipt of the Step 2 grievance.

- d. Step 3: In the event satisfactory resolution is not achieved, the Local Manager may submit the grievance to the NFFE Forest Service Council President. The Step 3 grievance must be submitted in writing within fourteen (14) days after receipt of the decision on the Step 2 grievance. A copy of the Step 2 decision will be attached. The NFFE Forest Service Council President will make a decision in writing to the Local Manager within thirty (30) days of receipt of the Step 2 grievance.
- e. Step 4: In the event satisfactory resolution is not achieved, the Management Official designated to receive Step 3 grievances in Section 6.f. may elect to proceed to arbitration in accordance with the provisions of Article 10.

8. Procedure for the National Parties: Per Section 2 above, either the Union or Management may present a grievance to the other party. The National Parties, the Deputy Chief for Administration, or the President of the NFFE Forest Service Council may present a grievance to the other Party within twenty-one (21) days of the date of a grievable occurrence or the date when the Party could have reasonably been aware of the occurrence. The grievance may be presented orally or in writing. The Parties will meet or otherwise communicate within fourteen (14) days after receipt of the grievance. The receiving Party will respond in writing to the grieving party within thirty (30) days of the meeting. In the event satisfactory resolution is not achieved, the grieving Party has the right to refer the matter to arbitration in accordance with Article 10, Arbitration.

9. Time Limits: Time limits in this Article may be extended by mutual consent of the Parties. In the event that the grievance is mailed or sent by electronic mail, the receipt date shall be the date of mailing plus three (3) days. The Parties agree to respond to the grievance within the time frame allowed. However, if either Party is unable to file or respond within the time frames, the reason for the delay will be stated, and an automatic seven (7) -day extension of the time limits will be granted. When information is requested from a Party that is needed to process a grievance or determine if a grievance exists, the time limits will be extended equal to the amount of time required to receive the information. Failure by the grievant to meet time limits, or to request and receive an extension of time, shall automatically cancel the grievance, unless mitigating circumstances prevail. Failure of the responding official to meet time limits, or to request and receive an extension of time, shall result in the responding party's liability for the arbitrator's fees and expenses.

Arbitration

1. Right to Arbitration:

- a. If the decision on a grievance processed under the negotiated grievance procedure is not acceptable, the issue may be submitted to arbitration. The request to refer an issue to arbitration must be in writing, signed by the President of the NFFE Forest Service Council, the Local Union President, or the appropriate Management Official at Step 3 under Article 9.6, and submitted to the other Party within thirty (30) days following receipt of the decision by the aggrieved Party.
- b. The Party invoking arbitration may opt to postpone the arbitration hearing date if that Party has filed an Unfair Labor Practice charge alleging information relevant to the case has been withheld until the FLRA has rendered its decision.

2. Where there are a number of grievances concerning the same issue, the National Parties will review the issue and may mutually agree to combine the grievances for a precedential decision by the arbitrator.

3. Selecting the Arbitrator: Unless otherwise agreed, the invoking Party will submit a request within seven (7) days to the Federal Mediation and Conciliation Service and/or the American Arbitrators Association for a list of seven (7) impartial persons qualified to act as arbitrator. Within fifteen (15) calendar days after receipt of such list, Management and the Local Union and/or the Council shall confer to select an arbitrator. If the Parties cannot agree on an arbitrator from the list, each Party shall strike one name in turn from the FMCS or AAA list. The determination of which Party shall strike first from the list will be determined by the flip of a coin. After each Party has struck three (3) names from the list, the remaining person shall serve as the arbitrator. If the responding party fails to participate in the selection process, the invoking party will make a selection of the arbitrator from the list.

4. Submission: Each Party shall submit a separate statement to the arbitrator, who shall determine the issue to be heard. The Parties may agree to a joint submission.

5. Fees and Expenses:

- a. The arbitrator's fees and expenses shall be borne by the losing Party, except that in any decision not clearly favoring one Party's position over the other, the arbitrator may specify that all costs should be borne equally by the Parties.
- b. If a clarification of an arbitrator's decision is necessary, the requesting Party will pay for the additional arbitration fees and expenses. The arbitrator will

be requested to complete the clarification within thirty (30) days. If jointly requested, the costs will be shared.

- c. An employee, who is found to have been affected by an unjustified or unwarranted personnel action that has resulted in the withdrawal or reduction of all or part of the pay, allowances, or differentials of the employee, is entitled, on correction of the personnel action to receive reasonable attorney fees related to the personnel action, awarded in accordance with standards established under 5 U.S.C. 7701(g).
- d. The arbitration hearing will be held, if possible, on Management's premises and during the regular day shift hours. The grievant and any employee called as a witness will be excused from duty to the extent necessary to participate in the official proceedings with pay and travel expenses as authorized in Agency travel regulations. Questions raised as to whether a witness is necessary will be resolved by the arbitrator. If travel expenses would be incurred for a witness to attend a hearing, questions raised as to whether the witness is necessary will be resolved by the arbitrator prior to the hearing. The number of Union representatives, employed by the Forest Service, who will be entitled to official time, travel, and per diem expenses will be equal to the number of Management representatives.
- e. Employee participants on shifts other than the regular day shift will be temporarily placed on the regular day shift for the week(s) of the hearing in that they are involved.

6. Authority:

- a. The arbitrator's authority is limited to the adjudication of issues that were raised in the grievance procedure. The arbitrator shall not have authority to add to, subtract from, or modify any of the terms of this Agreement, or any supplement thereto.
- b. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board (MSPB), the arbitrator shall be governed by Section 7701(c)(1) of Title 5, United States Code, and, to the extent applicable, by the precedential decisions of MSPB.

7. Grievability/Arbitrability/Timeliness Threshold Determinations: The arbitrator shall have the authority to make threshold determinations. Threshold questions shall be resolved by the arbitrator prior to the hearing on the merits of the grievance, unless otherwise agreed by the parties. At the request of either Party, the threshold issue may be decided by an arbitrator different from the one selected to hear the merits of the case.

8. Arbitration Process:

- a. The process to be used by the arbitrator may be expedited or a formal hearing shall be held.
- b. The Parties may mutually agree to expedited arbitration or a formal hearing. If the Parties do not agree on the process, a formal hearing shall be held.
- c. Upon selection of the arbitrator in a particular case, the respective representatives for the Parties will communicate with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing. The Parties will endeavor to schedule the hearing within forty-five (45) days after arbitration is invoked. If the parties are unable to mutually agree and schedule a hearing date within forty-five (45) days, the arbitrator will select a date.
- d. If the arbitrator is not available within the time frame, the Parties shall agree either to extend the time frame or select a different arbitrator.
- e. Formal hearing: A submission to arbitration hearing should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.
- f. The arbitrator will be requested to render the decision and remedy to the Parties as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the process as described above unless the Parties otherwise agree.
- g. The arbitrator's decision shall be final and binding, unless an exception is filed with the Federal Labor Relations Authority. If no exception is filed, the arbitrator's decision and remedy will be implemented. An exception to the arbitrator's decision may be filed in accordance with FLRA regulations.

9. Expedited Arbitration:

- a. A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue and a hearing would serve no purpose. In this case, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
- b. An arbitrator inquiry may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he/she deemed necessary, prepare a brief summary of the facts, and render an on-the-spot decision with a summary opinion. The Parties may mutually agree to eliminate the summary opinion.

- c. **Mini-arbitration:** In this case, an oral hearing will be held. The arbitrator will prepare a brief summary of the facts and render a decision with a summary opinion. The Parties may mutually agree to eliminate the summary opinion.

10. Transcripts: The cost of a transcript requested by one Party for its exclusive use and not shared shall be borne by the requesting Party. If it is mutually agreed to request a transcript, the cost will be borne equally.

11. Exceptions: Either Party may seek judicial review of the arbitrator's decision on matters that could have been appealed to the Merit Systems Protection Board during the thirty (30) -day period beginning on the date the award is served on the party.

12. Implementation of Arbitration Awards: Arbitration Awards will be implemented as soon as possible following the final decision. A decision is not considered final until all exceptions, if any, are resolved. To facilitate implementation of the Award, the arbitrator who heard the merits of the case will retain jurisdiction until the Award is implemented.

ARTICLE 11

Negotiations

1. Partnership: The Parties at all levels are encouraged to use partnership to address issues that may arise during the life of this Agreement. At the election of either Party, bargainable subjects that are not resolved through partnership may be addressed through the midterm bargaining process contained in this Article.

2. Midterm Negotiation:

- a. In the spirit of bilateral relationship, the Parties agree that changing conditions will create a need for both the Forest Service and the Union to propose midterm negotiations. The Parties may propose changes in conditions of employment not in conflict with this Agreement.
- b. If negotiations are requested, the Parties are obligated to meet or otherwise communicate at reasonable times on a timely basis and bargain in a good faith effort to reach agreement with respect to the proposed changes to conditions of employment. Management may implement changes in conditions of employment, not in conflict with this Agreement, after the Union officials at the Management level proposing the change have been notified in writing of the changes and given the opportunity to bargain, including conclusion of mediation and impasse procedures.
- c. The National Parties strongly encourage Parties at lower levels to use the interest-based bargaining approach in lieu of traditional bargaining.

- d. Any question of validity or noncompliance of an Intermediate or Local Agreement to the Master Agreement may be submitted by either Party to the National Parties for resolution. A decision will be made by the Parties within thirty (30) days. If the Parties are unable to agree as to compliance or validity, either National Party may submit the issue to Arbitration, in accordance with Article 10.
- e. Management agrees that it will not unilaterally implement change in personnel policy or practices or conditions of employment, except for emergencies or delay of the effective date of law.

3. Subordinate Agreements:

- a. The Master Agreement is controlling, and neither the Union or Management may negotiate or implement any change that conflicts with this Agreement. Only the National Parties may reopen the Master Agreement in whole or in part during its term, and only upon mutual agreement.
- b. Agreements derived from midterm negotiations or partnership shall not duplicate, conflict with, nor otherwise be inconsistent with the Master Agreement, and may be subject to review by the National Parties.
- c. When lower-level agreements derived from midterm negotiations or partnership later come into conflict with subsequent higher-level agreements, the higher-level agreement will prevail. Lower-level agreements will be modified to reflect changes necessitated by the higher-level agreement.
- d. Existing subordinate agreements not in conflict with this Master Agreement remain in effect in accordance with their terms.

4. Negotiations Procedure: Negotiation procedures are as follows:

- a. National level:
 - (1) Management will furnish written proposals delineating proposed changes affecting conditions of employment to the Council Negotiations Committee, the Council President, and the NFFE National Office. The Council Negotiation Committee Chair has up to forty-five (45) days after receipt of the proposed change to request midterm negotiations by presenting written proposals to Management.
 - (2) Using the same procedures and time frames, the Chair of the Council Negotiations Committee will submit written Union initiatives to the Washington Office Labor Management Relations Specialist.

b. Intermediate level: Management will furnish written proposals delineating proposed changes affecting conditions of employment to the FSC Vice President and chair of FSC negotiating committee. The Union has up to thirty (30) days after receipt of the proposals to request midterm negotiations by presenting written proposals to Management. Using the same procedures and time frames, the Union will submit written Union initiatives to the designated Management Official.

c. Local level:

(1) Local Management will furnish written proposals delineating proposed changes affecting conditions of employment to the Local Union President and chair of the Local Negotiation Committee. The Local Union has up to thirty (30) days after receipt of the proposal to request midterm negotiations by submitting written proposals to Local Management.

(2) Using the same procedures and time frames, the Union will submit written Union initiatives to the designated Management Official.

d. Time Limits: When data are requested from the other Party, the time limits will be automatically extended to that equal to the number of days it takes to receive such data. The Parties agree that data requests will be prudent and necessary to respond to the proposal.

e. Ground Rules for Midterm Negotiations: Union negotiators in numbers equal to the number of Management negotiators will be entitled to official time. Travel and per diem will be paid for the negotiators. Additional ground rules can be established by the parties prior to negotiations. Such ground rules can include additional negotiators, etc. Negotiations will be by face-to-face meetings, mail, or electronic mail, as agreed by the Parties.

f. Further Negotiations: Proposals may be initiated at any level in accordance with this section. Memoranda of Understanding shall state whether or not negotiations can take place at the lower organizational level(s).

g. Printing and Distribution: The printing and distribution of agreements to Union officials and Management will be the responsibility of Management, unless otherwise agreed.

5. Responsible Parties: Midterm negotiations will occur at the proposing level unless otherwise agreed.

6. Disputes and Impasses:

a. Disputes: If Management believes a written Union proposal is non-negotiable, it will raise the issue of negotiability in a timely fashion at the

early stages of the negotiation process so that attempts can be made to cure any negotiability problems. The Union will be provided on request with a written statement of the rationale for a claim of non-negotiability. The Union may submit a negotiability appeal to the FLRA in accordance with applicable regulations.

- b. **Impasses:** In the event of an impasse at any level, either Party may invoke mediation and, if unsuccessful, may request the Federal Services Impasses Panel (FSIP) to consider the matter or, by mutual agreement, may refer the matter to binding arbitration in accordance with Article 10. In the event of an impasse at the national level, either Party may request the FSIP to consider the matter.

7. Past Practices: Privileges of employees which by custom, tradition, and known past practice have become an integral part of working conditions shall remain in effect unless modified pursuant to negotiations.

ARTICLE 12

PRE-NOTIFICATION for Unfair Labor Practice Charge

1. The Parties agree that, before filing an unfair labor practice (ULP), the charging Party will serve written notice of the alleged ULP charge on the other Party. If the charged party requests the opportunity to discuss the issue(s), the parties will attempt resolution within five (5) working days unless more time is mutually agreed to.
2. The Parties will have full authority to mutually agree to any procedures necessary for resolution.
3. Amendment of the ULP charges on the same issue will not necessitate a new PRE-NOTIFICATION of said charges.

ARTICLE 13

Orientation of Employees

1. All new employees shall be informed by Management that the Union is the exclusive representative of employees in the unit. When the Union supplies Management a Union packet, it will be included in the orientation package for the employees. All applicable subordinate agreements as identified by the Local Parties may be included in the packets at the Union's request.
2. Representatives of the Union will be granted a period of time to speak at orientation sessions that are held for employees. Such time will normally not exceed one (1) hour, although additional amounts may be negotiated on the local level. The Union will receive a reasonable notice of at least seven (7) days prior to the session(s).

3. Upon request, but not more frequently than biweekly, the Local Union will be given a list of all employees added to the bargaining unit for the period requested.
4. Union representatives may, if desired, remain in attendance during all of the orientation session(s) while conditions of employment are discussed.
5. Representatives of the Union will be afforded a period of time, to be mutually agreed upon, to speak at sessions, if any, held at any appropriate level for bargaining unit employees when working conditions or employee rights and benefits will be discussed.
6. Further details of Union participation in the orientation process may be negotiated at the local level.

ARTICLE 14

Position Description

1. Policy: Each employee shall have a position description that is accurate as to title, series, and grade and that clearly states major duties, that are reflected in performance elements. A position description is deemed to be accurate when the principle duties, knowledge requirements, and supervisory relationships are described and it covers eighty (80) percent or more of the work situation. All major duties must be covered in the eighty (80) percent or more of the work situation. The term "major" means a task that is grade or series controlling, or a task that takes five (5) percent or more of an employee's time that the employee requests to be included in the position description. The position description shall be reviewed annually by the employee and work supervisor.

2. Position Description Review Procedure: Employees who feel that they are performing duties outside the scope of their position description, or that it is otherwise inaccurate, may make a written request to their immediate supervisor that the position be reviewed. The employee shall make a summary of the inaccuracies and/or additional duties not described. The position is then to be reviewed and the findings presented to the employee within thirty (30) days of the employee's request for review. In conducting such reviews, the reviewer will consider the employee's written and oral comments. Management shall refrain from temporarily reassigning an employee's work during the position description review if the sole purpose for reassigning the work is to avoid reclassification of the employee's position. The employee may have Union representation during any discussions related to the review. If the employee is not satisfied with the results of the review, he/she may grieve in accordance with Article 9.

3. Position Classification Review Procedure: When the accuracy of a position description has been established and the employee believes it is not properly classified, he/she may request a position classification review or the rights and process for appeal from Management. If the employee requests a position classification review from Management, Management's intent is to make the review within sixty (60) days of the employee's request for review. The classifier will consider the employee's written and

oral comments. The employee may have Union representation during any discussions related to the review. The findings will be reported in writing or by DG to the employee no later than ninety (90) days from the date of the employee's request for review. The employee may appeal the results of the position classification review. The employee may use the USDA or the Office of Personnel Management classification appeal procedures. Management shall refrain from temporarily reassigning an employee's work during the position classification review if the sole purpose for reassigning the work is to avoid reclassification of the employee's position.

4. Noncompetitive Promotions: If a review of a position or position description reveals that there has been an accretion of duties that would result in the classification of a position at a higher grade, Management may decide to eliminate and/or redistribute the grade-controlling duties or the employee will be promoted per Article 16 (Noncompetitive Promotion). If Management eliminates and/or redistributes the grade controlling duties of an employee, the employee will be notified of his/her right to grieve. If management decides to promote the employee, he/she will be promoted at the beginning of the first pay period after the position has been classified at the higher level. In the event the promotion is delayed, Management will inform the employee of the reason for the delay and the pay period that the promotion will take effect. The employee will also be informed of his/her right to grieve in accordance with Article 9.

5. New or Revised Position Descriptions:

- a. When an employee is assigned additional major ongoing duties not reflected in his/her position description, Management will revise the position description to reflect the changes in accordance with Section 1 above.
- b. When a new position description has been approved and classified, the supervisor and the employee will review and discuss said position description. The employee may have Union representation at such discussion.

ARTICLE 15

Performance Management System

1. Management and the Union recognize the right and obligation of Management to evaluate the performance of employees in accordance with Chapter 43 of Title 5, United States Code, 5 CFR 430 and other applicable Government-wide regulations. The National Parties reserve the right to develop new Forest Service performance management policy that may amend or supplement this Article, consistent with changes in Government-wide regulations. Pending approval of new Forest Service performance regulations by the National Parties, the provisions of this Article remain in effect.

2. The establishment of performance elements and standards will be a joint planning and communication process between the employee and the rating supervisor. It is the rating supervisor's responsibility to ensure that performance elements and standards are developed and communicated in writing to the employee annually, no later than

November 1, or within thirty (30) days after change of position. The performance elements and standards shall be documented on the appropriate form and signed by the employee and rating supervisor. Performance elements identified as critical elements will be so noted. Further amendments may be made during the rating year, and these amendments will be noted with the employee and rating supervisor initials. The employee's signature or initials only means that the employee has received a copy.

3. Performance standards and critical elements must be consistent with the duties and responsibilities contained in the employee's position description. They must permit the accurate evaluation of the job performance. To the greatest possible extent, objective criteria will be used. They must be applied fairly and equitably.

4. Review:

- a. The rating supervisor will be an individual with administrative authority for the employee and who has direct knowledge of the employee's work performance. Performance rating officials may consider work-related factors beyond the employee's control.
- b. A rating official must modify his/her expectations for the levels of productivity and timeliness to adjust for time spent on Union activities, in accordance with Article 5, for employees administering this Agreement in addition to their regular duties.

5. At least one performance element of an employee's position will be listed as a critical element for purposes of performance appraisal; however, not all elements shall be identified as critical elements.

6. Applications:

- a. For the purpose of this Article, application means the assignment to the employee of the work described in the performance standards and/or the evaluation of the employee under those performance standards. The application of the performance standards and elements to employees having the same rating supervisor and like duties and responsibilities will be done in a fair and equitable manner.
- b. The rating given employees shall be fair and equitable and prepared in accordance with the following:
 - (1) The rating supervisor will discuss the employee's work performance with the employee in private surroundings at least once every six (6) months, no later than April 1 and November 1, or at a mid-point range of the appraisal period when a position change occurred after the beginning of the fiscal year.
 - (2) If the rating supervisor has identified shortcomings in the employee's performance, the employee shall be notified when the problem is perceived and at the six (6) -month or mid-point

discussion. The rating supervisor will state what he/she will do to assist the employee and suggest ways for the employee to improve the quantity, quality, and/or timeliness of work in order to more satisfactorily perform duties at expected levels. When such discussions are documented by the rating supervisor, a copy of that documentation will be given to the employee.

- (3) The rating of record will be documented on the appropriate form and include, to the extent feasible, the backup information for the record.

7. The rating period will correspond with the fiscal year and the rating will be given no later than November 20.

8. When information meetings on the Performance Management System (PMS) and the application of this Agreement to the PMS will be conducted for employees, the Union will be given time to speak at the meeting.

9. Withholding a Within-Grade Increase:

- a. Level of competence determinations will be made in accordance with 5 CFR 531.4, Subpart D and applicable Government-wide regulations.

- b. Advancement to the next higher step of the employee's grade shall be automatic when the employee has:

- (1) completed the waiting period;
- (2) not received an equivalent increase during the waiting period; and
- (3) a current summary rating of at least fully successful.

- c. Before withholding a within-grade increase, the employee must be advised in writing that his/her performance must be improved and the employee must be given a reasonable opportunity (normally 60-90 days) to raise the summary rating to the fully successful level. The written notification will advise the employee of those aspects of performance in which the employee must improve and what the employee must do to be granted the within-grade increase. If the employee's performance does not improve during this period, the employee shall be notified in writing of the reasons for withholding the within-grade increase. The written notification will inform the employee that he/she can request reconsideration of the negative determination, and that the matter is not grievable until after reconsideration.

- d. An employee may request reconsideration of a negative determination by filing, not more than fifteen (15) days after receiving notice of determination, a written response to the negative determination setting forth the reasons. Management shall reconsider the determination. When a negative determination is sustained

after reconsideration, an employee shall be informed in writing of the reasons for the decision and of his/her right to grieve the decision. The grievance will begin at Step 3 within twenty-one (21) days after the employee receives the reconsideration decision letter since the reconsideration decision is considered the equivalent of Step 2 in the grievance procedure. The grievance rights will be described in the reconsideration decision letter.

- e. The employee may choose to have Union representation in requesting reconsideration and/or filing a grievance.

ARTICLE 16

Promotions and Details

1. Management may make selections for vacancies from among a properly ranked and certified list for promotion, or any other appropriate source. The procedures in this Article apply to positions within the bargaining units.

2. Vacancy Announcements:

- a. All permanent positions to be filled in the bargaining unit shall be advertised internally prior to filling from any appropriate source except for:

- (1) lateral reassignments;
- (2) voluntary demotions, per Articles 32 and 42;
- (3) demotions for disciplinary, performance reasons, or RIF;
- (4) co-op appointments;
- (5) mandated placement such as those:
 - (a) ordered by a third party such as MSPB, EEOC, or an Arbitrator; or
 - (b) agreed to in the settlement of a grievance, appeal before MSPB or an EEO complaint;
- (6) entry-level clerical and technical, GS-3 and below, and Wage Grade 1 positions (however, Management will publicize the position throughout the Local Management Unit for a minimum of seven (7) days prior to recruitment closing date. The publication will include title, series, grade, and tour of duty);
- (7) positions where under representation shows a conspicuous absence for that particular occupation or where analysis of workforce statistics shows the internal recruitment pool is not likely to yield an adequate number of diverse applicants; and

- (8) other positions for which the Local Parties mutually agree to an exception.

- b. Summaries of job vacancies will be posted on designated employee bulletin boards within the area of consideration. Service-wide announcements shall be open for a minimum of twenty-eight (28) days and less than Service-wide announcements for a minimum of fourteen (14) days. When desirable, the Parties at the appropriate level may agree to a lesser time. Complete vacancy announcements can be obtained from the servicing Personnel Office. Vacancy announcements shall contain:

- (1) the announcement number;
- (2) opening date;
- (3) closing date;
- (4) title, series, and grade;
- (5) tour of duty if other than permanent full-time;
- (6) organizational location;
- (7) summary of the duties and responsibilities, including support of fire suppression activities;
- (8) qualification requirements;
- (9) selective placement factors;
- (10) the known promotion potential of the position, if any;
- (11) area of consideration;
- (12) bargaining unit status;
- (13) availability of Forest Service-affiliated day care facilities;
- (14) method of evaluation;
- (15) application instructions;
- (16) nondiscrimination statement; and
- (17) availability of Government housing.

- c. If a position is announced as temporary and the announcement does not state that it may become permanent, the position will be reannounced if it becomes permanent.
- d. When establishing skill files for the purpose of filling vacancies, Management will negotiate as appropriate in accordance with Article 11.

3. Management recognizes the benefit to promoting from within the bargaining unit whenever appropriate. Selection officials will consider the rated and ranked list of in-house applicants concurrently with the outside applicants.

- a. Qualification requirements and selective placement factors for positions to be filled through merit promotion shall be job-related.
- b. Promotion procedures will apply to selection of candidates by transfer, reinstatement, or promotion to a higher grade position than previously held

or to a position with known promotion potential higher than the promotion potential of a previous position.

- c. The Local Union will be notified when a panel, board, team, or group with subject matter expert(s), etc., is meeting, and the vacancy is to be filled. Upon request, when investigating a potential grievance, the designated Local Union representative will be provided evaluation scores and evaluation factors or criteria.
- d. For other than entry-level positions and positions filled through the Merit Promotion Plan, Management will provide the Local Union representative notification of the person, position, grade, location, and under what authority the position is filled.
- e. Promotion Factors:
 - (1) Determination of factors, methods, and forms to be used in the evaluation, ranking, and selection of candidates shall be in accordance with FSH 6109.12, including agreed-upon amendments.
 - (2) A copy of supervisory appraisals and any other promotion recommendations will be given to subject employees.
- f. Selection: The selecting official is entitled to select from among any of the candidates on a promotion certificate. The selecting official may also elect not to fill the position from the promotion certificate.
- g. Nonselected Employee's Rights: An employee's rights for information are as contained in the Forest Service Merit Promotion Plan.
- h. The union may review all documents pertaining to the filling or nonfilling of vacancies, and upon request receive copies of documents, subject to the Privacy Act case law as it pertains to sanitizing at the time of the request.

4. Career-Ladder Promotions:

- a. Competitive procedures are not applicable for career promotions when competition was documented at an earlier stage. Except as provided below, employees within a career ladder will be promoted to the full performance level as soon as they have met the time-in-grade requirements and have met the fully successful requirements of the current and the next higher grade in the areas they have been provided an opportunity to perform. If a supervisor's review leads to the conclusion that the employee's work does not warrant a promotion or that other circumstances exist that may delay a promotion, the supervisor will provide a notice to the employee in writing 60 days before the employee is eligible for the promotion. The written notice

will explain where the employee's performance is lacking and advise as to what the employee must do to qualify for the promotion. If delays are for reasons other than performance, they will be explained in the advance notice.

- b. However, if the decision not to promote was based on performance, the employee will then be given 60 days to improve to a level warranting promotion. If at the end of 60 days, performance has improved to an acceptable level, the employee will be promoted to the higher grade. If advance notice requirements are not met and performance is found to be acceptable, the promotion will be made retroactive to the date the employee met time-in-grade requirements.

5. Repromotion Rights: This section applies for up to two (2) years from the date of demotion. It does not apply to involuntary demotions due to performance or conduct or reduction in force.

- a. If Management determines to fill the same position, the involuntarily demoted employee will be offered repromotion to the position or to intervening grades. The employee will retain repromotion rights to the grade level from which demoted. For other vacancies within the commuting area with the same or equal duties for that an involuntarily demoted employee qualifies, the employee will be offered repromotion to the vacancy unless there is a legitimate job-related reason for not repromoting the employee. In the event that more than one employee qualifies, the employee with the highest service computation date ranking will be offered repromotion first.
- b. Downgraded employees may apply for repromotion consideration for positions outside the local commuting area at the grade level from which demoted or to intervening grades.
- c. Offers of positions outside the local commuting area to employees whose positions have been downgraded, and who are entitled to saved grade/saved pay protections may be declined by the employee and shall not affect the entitlement to saved grade or saved pay. The distance involved in the local commuting area shall be subject to local negotiations.

6. Temporary Promotion: A qualified employee placed in a higher-graded position or assigned to a group of duties that have been properly classified at a higher grade, for thirty (30) consecutive days or more, will be temporarily promoted into that position and paid accordingly. Management will not rotate vacant positions for the sole purpose of avoiding a temporary promotion. Temporary promotions of more than one hundred twenty (120) days will be filled through competitive procedures.

7. Noncompetitive Promotion: When there has been an accretion of duties and responsibilities to warrant an increase in grade, the employee in the position will be promoted without competition, unless Management eliminates or redistributes the grade-controlling duties, in accordance with Article 14.4. Management shall refrain from temporarily reassigning an employee's work during the position classification review if

the purpose for reassigning the work is to avoid reclassification of the said employee's position. Accretion of duties occurs when the following conditions are met:

- a. the employee was performing the grade-controlling functions that are in the new position;
- b. the major duties of the former position are absorbed into the new position (not necessarily all major duties);
- c. the new position has no further promotion potential;
- d. the classification of other positions within the organization is not adversely affected; and
- e. the new position is not a reclassification from nonsupervisory to supervisory, when the supervisory duties constitute the sole basis for upgrading the position.

8. Details:

- a. A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specific period, with the employee returning to his/her regular duties at the end of the detail, as the employee continues to be the incumbent of the position from which detailed.
- b. Detailers may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, training, or absences of personnel. Details will be based on Management needs in the interest of economy and efficient and effective employee utilization. Employees may document details of thirty (30) days or less and have them included in their development folder. Details in excess of thirty (30) days will be documented in the employee's Official Personnel Folder (OPF) and copies of the record forwarded to the employee. Details in excess of thirty (30) days require prior approval of the Employment Officer. An employee may be excused from a detail assignment if the assignment would cause undue hardship.
- c. For details to bargaining unit positions within the Forest Service, the following mechanism will apply:
 - (1) Employees detailed to a higher graded position will be temporarily promoted in accordance with Section 6 above.
 - (2) When Management determines the need for a detailer for more than one hundred twenty (120) days, chooses to fill the position noncompetitively, and has determined that there are two (2) or more qualified employees within the competitive area at the same grade level as the detail position, management will rotate

assignments at least every one hundred twenty (120) days unless legitimate job-related reasons or travel/per diem costs require otherwise.

- (3) The rating supervisor of the detail will give the employee an interim rating upon completion of details exceeding ninety (90) days, to be entered in his/her OPF.
- d. The stipulations in Section 8.b. above will apply to details to other agencies except the Forest Service will request an evaluation accompany the employee upon return. The Forest Service rating supervisor will consider it in the employee's annual performance appraisal.

9. Certification: Certification in a particular field will not be required as a selective placement factor, unless selection for certification is required by law or a higher-level authority.

10. Noncompetitive Appointment Authority: Management agrees that the provisions of Government employment programs used to fill positions, other than through competitive procedures (i.e., the Taper Program, the Veterans Readjustment Act), includes technical conditions that must be met by Management. Any appointment made under these authorities must spell out the conditions of the program to which Management will adhere.

ARTICLE 17

Awards Program

1. The Parties agree that the employee suggestion, incentive, and performance award programs are beneficial to both Management and the employee. The Awards Program will be administered in accordance with 5 CFR Parts 451, 430, and 531, and the USDA Guide for Employee Recognition (1995). The Parties mutually agree that safety, civil rights, productivity, efficiency, and public service will receive emphasis in the awards program. It is an appropriate matter for a Labor Management Relations Committee and/or Partnership Council periodically to evaluate and review the unit's Awards Program and make recommendations to ensure the administration of the Awards Program is fair, equitable, effective, and understandable.

2. **Employee Recognition:** An award is something bestowed or an action taken to recognize and reward individual or team achievement that contributed to meeting organizational goals or improving the efficiency, effectiveness, and economy of the Forest Service operations or that is in the public interest. Awards may have the effect of motivating employees to increase their productivity and creativity for the benefit of the agency and its customers. Awards programs will be equitable in opportunity, and there must be fairness and equity in the distribution of awards. All employees will be given an equal opportunity to work at a level sufficient for award eligibility. Employees must have received at least a fully successful summary rating to be eligible for a performance bonus. All awards other than quality step increases are available to

temporary employees. However, term employees are eligible for quality step increases. The following recognition categories are available:

- a. Nonmonetary Extra Effort Awards: recognition given for a specific outstanding accomplishment such as a superior contribution on a short-term assignment or project, an act of heroism, scientific achievement, major discovery, or significant cost savings. Types of these awards include time-off awards, keepsakes, letters of appreciation, and honorary awards.
- b. Monetary Extra Effort Awards: recognition given for a particular accomplishment such as those defined in Section 2.a. above. Dollar amounts are determined by the value of benefit and application of the contribution to the Forest Service's mission or goals. Nonmonetary awards can be given in conjunction with monetary recognition. Types of these awards include extra effort, spot, gainsharing, invention, and suggestions.
- c. Performance Bonuses: monetary recognition given for performing well over the appraisal cycle. Types of these awards include lump-sum performance bonuses and Quality Step Increases.

3. Management will schedule an appropriate presentation of an award for an employee.

4. Management will provide annually a list of awards given by the unit upon request by the Local Union. This will include type of award, monetary amounts, summary of accomplishment, and additional information consistent with the Privacy Act.

5. A peer award program, wherein employees are authorized to recognize co-workers either monetarily or nonmonetarily, may be established at the appropriate level.

6. Whenever possible, recipients may be allowed a choice in the type of recognition they receive. For example, an employee may be offered the opportunity to select from among several kinds of nonmonetary keepsakes for length of service recognition, or to select a time-off award in lieu of monetary spot award. Once granted, time-off awards cannot be converted to a cash payment.

7. If determined to be bargainable, the National Parties may negotiate whether lump-sum performance bonuses could be required for employees receiving "superior" (or equivalent) or "outstanding" rating of record.

Work Schedules

1. Tours of Duty:

- a. If no other workweek has been established, the standard workweek for full-time employees will consist of five (5) consecutive eight (8) -hour days (40 hours per week). Days off will normally be two (2) consecutive days. When local Management knows in advance, it will give employees at least ten (10) calendar days' written notice before changing tours or shifts, except for emergency or unforeseen situations. Specific arrangements for shift changes for Job Corp employees are addressed in Article 41.
- b. An employee who has a need to work a different tour of duty, through consultation with Management and if consistent with the needs of the job, may be assigned to that tour of duty. Management will give consideration to employees' personal needs when changing tours and shifts. Union representation may be requested during said consultations.

2. First 40-Hour Tours: The first 40-hour tour of duty will be used only when extenuating circumstances preclude a regular schedule of definite hours of duty for each workday of a regularly scheduled administrative workweek in accordance with 5 CFR 610.111(b). First 40-hour tours will not be used to circumvent overtime pay or compressed work schedules.

3. Alternative Work Schedules (AWS):

- a. The Parties agree that AWS, that are flexible and compressed work schedules, will be used Service-wide according to the guidelines and approved schedules below, for the purpose of improved productivity and greater service to the public, according to 5 USC 6120-6133. Specific details of the AWS schedules listed below are a matter of joint discussions between the respective supervisor and employee. Supervisors and employees are encouraged to develop arrangements under which credit hours may be earned and used.
- b. Approved AWS and Definitions:
 - (1) Variable Day: flexible schedule. The employee may vary the length of the workday daily. The employee must account for ten (10) days per pay period. The employee must account for at least forty (40) hours per workweek and eighty (80) hours per pay period. The employee must account for core time on each workday. For a part-time employee, the basic work requirement is the number of hours the employee must account for in the administrative workweek and the number of hours the employee must account for in a pay period. Credit hours may be earned.

- (2) Variable Week: flexible schedule. The employee may vary the length of the workweek as well as the length of each workday. The employee must account for ten (10) days per pay period. The employee must account for at least eighty (80) hours per pay period. The employee must account for core time on each workday. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period. Credit hours may be earned.
- (3) Maxiflex: flexible schedule. The employee may vary length of the workweek as well as the workday daily. The employee may vary the number of hours per day and the number of days per week. The employee must account for at least eighty (80) hours per pay period. The employee must account for core time on three (3) workdays per workweek. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period. Credit hours may be earned.
- (4) 4-10: compressed schedule. The employee works four (4), ten (10) -hour days per week. Employee schedules day off with supervisor. Credit hours are not earned.
- (5) 5-4/9: compressed schedule. The employee works eight (8), nine (9) -hour days with one (1), eight (8) -hour day. The employee schedules short days and days off with supervisor. Credit hours are not earned.

c. Guidelines:

- (1) The employees will have the right to use AWS in Section 3.a. in accordance with these guidelines. Management shall not require employees to use AWS, except as required in (2) below.
- (2) Recognizing that all offices and field operations must be adequately staffed, all employees have the right to apply for any approved AWS in Section 3.b. Management has the authority to disapprove an individual request when the peculiarity of the work requires particular schedules.
- (3) Any limitation to AWS listed in Section 3.b. must be negotiated at the local level.
- (4) When an employee requests a particular schedule on a Local Unit and the request is denied, the employee and Local Union will receive a written explanation of the denial. The employee or the Union has the right to grieve the denial in accordance with Article 9.

- (5) Any modification or changes of AWS to meet the work objectives of any unit must be based on the following criteria:
- (a) productivity;
 - (b) level of direct or indirect services furnished to the public; and
 - (c) cost of operations, other than reasonable administrative costs.
- (6) Management will not adjust employees' AWS for the purpose of avoiding overtime or other premium or extra compensation. In addition, the AWS must be administered fairly and equitably to all members of the Local Unit.
- (7) Core time and core days for AWS are negotiable by the Local Parties. It is understood that core time deviation is allowed and will be granted unless critical work requirements dictate otherwise.
- (8) The Forest Service will not use the three (3), thirteen (13)-hour day compressed schedule.
- (9) Work schedules shall normally not begin before 6 a.m. nor extend beyond 6 p.m. Exceptions based on requirements of the nature of the work (e.g., field work or laboratory work) may be negotiated by the Local Parties.
- (10) Credit hours are defined as hours of work within the tour of duty that are in excess of an employee's basic work requirement. Credit hours used are considered hours worked.
- (11) A maximum of twenty-four (24) hours may be used as a credit-hour carryover from one pay period to another with the variable day, variable week, and maxiflex AWS.
- (12) Credit hours may be earned and used within the same biweekly pay period.
- (13) Credit hours may be earned outside the employee's established five (5)- or six (6)-day administrative workweek and between the hours of 6 p.m. and 6 a.m. Procedures for approval may be negotiated by the Local Parties.
- (14) Credit hours may be used during core hours.
- (15) Employees cannot be forced to earn credit hours. Employees cannot be forced to use credit hours that are within the maximum 24 credit-hour carryover.

- (16) Supervisors of field crews working variable day or week schedules may limit work to eight (8) hours on a given day if weather or work conditions warrant, provided they can fulfill the weekly or biweekly work hour obligation (i.e., forty [40] or eighty [80] hours) associated with the employee's AWS to accomplish a full pay period.
- (17) First-line officers, as defined in Article 9.6.d., may make short-term changes, of no more than one pay period, in AWS that are necessary to accomplish the work objectives of the unit. The changes must be administered fairly and equitably in the work unit affected. The Union will be notified of the changes in advance.
- (18) Employees approved to use 5-4/9 or 4-10 will select, with supervisor approval, their "off" day and/or their "short" day. Subject to work demands and at the request of the employee, the supervisor may approve a change in the scheduled "off" day during a pay period.
- (19) No intimidation, coercion, or threats may be placed on employees by Management, the Union, or other employees over this matter. An employee may identify specific needs for a certain schedule including the normal eight (8)-hour day, flexitour, and gliding schedules. Management will attempt to meet those expressed needs. An employee may grieve the matter for resolution.

4. Rest Breaks: Authorized rest breaks, not to exceed 15 minutes approximately midway through each four (4)-hour period of the eight (8)-hour workday, will be arranged by the employees with the work supervisor, as needed, so as not to interrupt the work of the organization. Additionally, a 15-minute rest period is appropriate within each four (4)-hour period of overtime worked.

5. The Local Parties may negotiate provisions for use of overtime when requested by either Party.

ARTICLE 19

Pay and Per Diem

1. Pay:

- a. Management agrees to provide accurate and timely reports of time and attendance for pay purposes to the National Finance Center, and to assist any employee who does not receive a paycheck by Friday afternoon following the scheduled payday. Management agrees to follow up with the National Finance Center on lost, stolen, or late paychecks in accordance with National Finance Center procedures. Payments to employees from Imprest Fund to

cover late checks will be made following the conditions and procedures of the Treasury. (Treasury Manual of Procedures and Instructions for Cashiers and Forest Service Imprest Fund Handbook.)

- b. Back Pay: Interest on back pay awards to employees shall be paid in accordance with current law.
- c. A temporary wage grade employee temporarily promoted to a higher grade will not lose accumulated time towards the next step increase when returned to the grade from which promoted.

2. Per Diem:

- a. Employees in travel status, including employees temporarily detailed to another duty station, will receive the per diem rates established in the Federal Travel Regulations for that geographic area.
- b. Field Per Diem:
 - (1) The impact of Management's assignment of field facilities or shelters is an appropriate subject for impact and implementation negotiations.
 - (2) In the event field facilities are provided, subsistence will be paid according to the per diem rates established in the Federal Travel Regulations for that geographic area unless a lesser amount has been negotiated at the intermediate or local level. Negotiated field per diem rates will be based on cost study or other cost factors. A negotiated local field per diem rate will take precedence over a field per diem rate negotiated at the intermediate level.
- c. Travel Charge Card: Participation of bargaining unit employees in the program is voluntary, subject to Federal Travel Regulations. The Agency will make every effort to process vouchers in a timely manner and resolve Agency-caused problems relating to travel claims. Upon the employee's request, Management will provide a letter to the Credit Bureau regarding an employee's negative credit report caused by a delay in reimbursement of authorized travel expenses through no fault of the employee.
- d. Advances: Under normal conditions, Management will plan trip assignments far enough in advance so that if the employee needs a travel advance, sufficient time will be available to request and receive the advance to use on the assigned trip. Any time an employee is not notified of travel in time to receive an advance from the National Finance Center, an advance of funds will be allowed from Imprest Funds, not to exceed the Imprest Fund limit and availability of funds. The amount of the advance is subject to the limitations stated in the FTR 301-10.3b.

e. **Reimbursement for Telephone Calls to Home While in Travel Status:**

- (1) Brief station-to-station telephone calls will be interpreted to mean a telephone call to the employee's local commuting area normally no more than ten (10) minutes long. Employees are entitled to make one (1) such call per day provided they are in travel status more than one (1) night. Employees shall be reimbursed for phone calls while in travel status for less than two (2) nights if the calls are related to unforeseen delays in returning or emergency situations. Employees in travel status more than one (1) night may be reimbursed for additional calls related to unforeseen delays or emergency situations arising subsequent to normal calls. If change to law or regulation allows calls while in travel status for one (1) night, or if appropriate Authority rules that two (2) nights are not required for reimbursement of calls, this Agreement will be modified to reflect that change.
- (2) There will be no discrimination based on marital status or on the assumption that one class or grouping of employees has any greater or lesser need to call someone in their home community.

3. Remote Worksites: Impact and implementation of changes made to remote work sites or the establishment of new worksites are subject to local negotiations. When Management proposes a remote site allowance for Office of Personnel Management (OPM) approval, the Local Union will be given an opportunity to review and comment on the proposal. The Local Union may propose that a site be considered remote or an existing remote worksite be changed.

4. Environmental Differential: Hazard pay and environmental differential pay will be authorized and paid in accordance with appropriate regulations (FPM Supplement 990-2, Chapter 550, Subchapter 9, for hazard pay; FPM Supplement 532-1; Subchapter 8, Section S8-7, for environmental differential). Some environmental differentials are payable only if protective facilities, devices, or clothing have not practically eliminated the hazard. In accordance with OPM guidelines, new hazard or environmental differential percentages for existing environmental categories or new categories of environmental differential pay, may be negotiated nationally and submitted to OPM for approval.

5. Compensatory Time:

- a. Compensatory time off is time off from regularly scheduled work in lieu of overtime pay for irregular or occasional overtime hours previously worked. Compensatory time may not be granted in lieu of regularly scheduled overtime that is established in a tour of duty, regardless of whether the overtime is scheduled within the forty (40)-hour basic workweek or outside the forty (40)-hour basic workweek unless the employee is using a flexible work schedule as defined in Article 18.3.

b. Eligibility:

- (1) General Schedule employees whose basic rate of pay is equal to or less than the maximum rate of a GS-10 may request compensatory time off in lieu of overtime payment.
- (2) Only employees exempt from the Fair Labor Standards Act (FLSA) whose rate of pay exceeds the maximum rate of grade GS-10 may be required to take compensatory time off in lieu of receiving overtime payment.
- (3) For an employee to receive compensatory time off in lieu of paid overtime, the employee must request it in writing.

6. Standby:

- a. In accordance with Comptroller General rulings, an employee is considered on duty and time spent on standby duty shall be considered hours of work when:
 - (1) The employee is restricted to agency facilities, or so close that the employee cannot use the time effectively for his/her own purposes;
 - (2) The employee is restricted to his/her living quarters; and
 - (3) The employee is required to remain in a state of readiness to perform work.
- b. Employees who are involuntarily placed on standby, regardless of the methods Management uses to restrict use of personal time and to maintain their readiness for work (e.g., beepers, cell phones, etc.), will be compensated in accordance with applicable Federal pay regulations. Employees who voluntarily restrict their activities and/or use electronic communication devices to be available for duty after work hours are not on standby. The Local Parties may further negotiate matters concerning scheduling, rotation, and hardships.

7. Travel Pay: Employees shall be compensated for Travel Time as authorized under Title 5 and FLSA. Normally, employees will not be expected to travel without being eligible for compensation. However, if the employee is expected to travel on Government business without entitlement to compensation, he/she will be notified in advance and provided the reason(s).

Leave

1. Annual Leave:

- a. Annual leave shall be earned in accordance with appropriate statutes and regulations. Procedures for scheduling annual leave are subject to negotiation at the local level.
- b. An employee whose personal religious beliefs require abstention from work for limited periods of time will be granted annual leave (or credit hours, compensatory time off, LWOP) upon request for such periods, unless the presence of the employee is necessary for efficient operation of the workplace. The employee may elect instead to engage in overtime work for time lost for meeting those religious requirements. Such overtime is not paid at overtime rates. With Management's approval, any employee who so requests such overtime work may be granted compensatory time off from his/her scheduled tour of duty for such religious reasons, in accordance with OPM regulations.
- c. An employee will be granted annual leave or leave without pay (or credit hours, compensatory time off, LWOP) if requested in case of death of a family member. A limited amount of sick leave may also be used (see Section 2.c. below). Management will make every effort to grant annual leave or leave without pay in case of death of other relatives or friends.

2. Sick Leave:

- a. Earned sick leave may be used for medical appointments and for illness of the employee. If there is reasonable indication that sick leave is being abused, the employee shall be informed in writing including special provisions for future leave approval and his/her right to grieve. Abuse of sick leave is not necessarily related to the frequency of sick leave. An explanatory note by the employee when a physician's services were not required will be accepted unless the employee is under valid sick leave restriction, as described above. Advanced sick leave may be approved for serious illness or disability per FSH 6109.11, Chapter 20.
- b. Sick leave will also be granted when the employee provides care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment. The amount of sick leave that can be used is limited by law (5 CFR 630.401).
- c. Sick leave can also be used to make arrangements necessitated by the death of a family member or to attend the funeral of a family member. The amount of sick leave that can be used is limited by law (5 CFR 630.401).

- d. The use of sick leave is appropriate when the employee would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease.
- e. Employees may use sick leave when they must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.
- f. Employees can use up to seven (7) days of paid leave in a calendar year (in addition to sick or annual leave) to serve as a bone marrow or organ donor.
- g. For annual and sick leave, the definition of family member means the following relatives of the employee:
 - (1) spouse, and parents thereof;
 - (2) children, including adopted children and spouses thereof;
 - (3) parents;
 - (4) brothers and sisters, and spouses thereof; and
 - (5) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

3. Maternity and Paternity Leave (Also see Section 4, Family and Medical Leave):

- a. An employee who is pregnant will be allowed to work as long as she and her doctors feel is wise, prior to delivery of the child. Reasonable amounts of maternity leave in the form of sick leave, annual leave, and leave without pay will be granted prior to, during delivery, and for a reasonable period after delivery, as specified by a doctor. The employee shall be returned to her position at the end of maternity leave. Requests for part time-work and/or job sharing will be considered on a short-term or long-term basis. The employee may be assigned to light duty or another position before maternity leave if her regular position is considered inappropriate by her doctor.
- b. A male employee who has provided the Forest Service with ninety (90) calendar days' advance notice may be absent on annual leave or leave without pay for up to thirty (30) consecutive days to aid or assist in the care of his wife or his minor children in relation to his wife's confinement for maternity reasons. Extended needs may be granted on a case-by-case basis up to ninety (90) days. Annual leave or leave without pay for these purposes may also be granted when the ninety (90)-day notice has not been given. Requests for part-time work and/or job sharing will be considered on a short-term or long-term basis.

- c. Parents may request “work at home” or “child at work” arrangements in lieu of or in addition to a. and b. above for up to one (1) year.
- d. This section also applies to parents who are adopting.

4. Family and Medical Leave:

- a. By reference, the provisions of the Family Medical Leave Act and the policies of its implementing regulations are incorporated in this Agreement. Key components of the Act are contained in Section 2, Sick Leave, and this Section.
- b. Eligible employees are entitled to a total of twelve (12) administrative workweeks of unpaid leave during any twelve (12)-month period for one or more of the following reasons.
 - (1) the birth of a son or daughter of the employee and the care of such son or daughter;
 - (2) the placement of a child with the employee for adoption or foster care;
 - (3) the care of a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
 - (4) a serious health condition of the employee that makes the employee unable to perform the essential functions of his/her position.
- c. An employee may elect to substitute paid time off for any or all of the period of leave taken as provided for in 5 CFR 630.1201.

5. Military Leave:

- a. Employees with permanent, taper, term, or temporary (not limited to one [1] year or less) appointments, who have a scheduled tour and who are members of the National Guard or Reserves, may be granted fifteen (15) days of military leave per fiscal year. This can be used for active duty or training. Unused military leave may be carried over to the following fiscal year, but may never exceed thirty (30) days in any single fiscal year.
- b. If an employee is called on duty as a member of the National Guard or the Reserves and has used all his/her military leave, he/she may be granted leave without pay upon request or may be granted annual leave if he/she desires. Use of alternate work schedule for military duty may be negotiated at the local level.

6. Administrative Leave or Excused Absence:

- a. Administrative leave may be granted to employees for participation in activities in accordance with OPM guidance.
- b. Administrative leave may also be granted when the activity shuts down due to circumstances beyond Management's control for short periods of time. Instances involving unusual snowstorms, floods, excessive heat, lack of heat or electricity, breakdown of equipment, and similar events may be covered by this type of administrative leave. Procedures for implementing hazardous weather or other group dismissal policies will be negotiated upon request by the Local Union.
- c. Supervisors have the option to excuse infrequent absences and tardiness of less than one (1) hour on the part of the employees. Each case shall be considered on its merits.
- d. Administrative leave of three (3) hours shall be allowed to attend the funeral of a co-worker killed in the line of duty.

7. Care Center Visitations: Annual leave or leave without pay will be approved to allow a parent or guardian the opportunity to visit and analyze the day care, classroom, or elderly care facility of a dependent. The amount of leave authorized will be appropriate to the situation.

8. Leave Without Pay:

- a. Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted leave without pay upon request. Employees may also be granted leave without pay on request if they have leave to their credit, but for valid reasons choose not to take it. Leave without pay shall be granted upon request to disabled veterans needing medical treatment, examination, or absence from duty in connection with their disability, and to reservists and National Guard personnel for military duties. Leave without pay may also be granted on an extended basis for educational purposes and while awaiting action on a retirement or OWCP claim.
- b. The possibility of granting advanced sick leave or advanced annual leave in lieu of leave without pay will be examined in each individual case and may be granted where possible in accordance with FSH 6109.11, Chapter 20.

9. Court Leave:

- a. Employees who are called for jury duty shall be granted court leave and shall submit jury duty pay to the Forest Service, except the employee may retain payment received for expenses. In every instance, the employees may fulfill

the citizenship responsibilities of jury duty. Management may, if jury duty will substantially interfere with the program of work, petition the court to excuse the employee.

- b. Employees summoned to appear in an unofficial capacity as witnesses in judicial proceedings involving the U.S. Government, the Government of the District of Columbia, or a State or local government on behalf of a party are authorized to receive pay without charge to leave. Employees summoned in cases involving only private parties may request annual leave or leave without pay.

10. Holiday Leave: In areas where seven (7) days a week staffing is necessary, scheduling of use of holiday leave shall be fair and equitable and procedures used are a matter for local negotiations.

ARTICLE 21

Actions Based On Unacceptable Performance

1. Consistent with Chapter 43 of Title 5 of the United States Code, action for unacceptable performance will be handled in the following manner:

- a. Performance Improvement Period: Before initiating an action to remove or downgrade an employee, the employee must be given in writing:
 - (1) Notice of unacceptable performance in one or more critical elements of the employee's performance standards and at least sixty (60) days to bring performance to an acceptable level. During the improvement period, the employee will be given the opportunity to work on those portions of the job that are unacceptable, but not to the exclusion of other work assignments. A longer period may be warranted, depending on the nature of the employee's position and the performance deficiency involved. The supervisor will ensure that the employee receives adequate worktime in order to improve the area that has been declared unacceptable.
 - (2) Information as to how the supervisor will assist the employee in that effort.
 - (3) Information as to what the employee must do to bring performance to an acceptable level in that period.
 - (4) A reevaluation of the employee's performance biweekly for the period.
 - (5) The specific timeframe that the improvement period will be in effect.

- (6) Normally within fourteen (14) days after the end of the performance improvement period, the employee will be notified in writing whether the employee's performance is at least at the minimally acceptable or unacceptable level.
 - (7) If the determination is that the employee's performance is unacceptable, Management may reassign the employee upon written notice that includes a statement of grievance rights or, as set forth in b. and c. below, propose to remove or demote the employee.
- b. Notice of Proposed Action: An employee whose reduction in grade or removal is proposed is entitled to at least a thirty (30) days' advance written notice that informs the employee of:
- (1) the nature of the proposed action;
 - (2) the specific instances of unacceptable performance by the employee on which the proposed action is based;
 - (3) the critical elements of the employee's position involved in each instance of unacceptable performance;
 - (4) the time to reply;
 - (5) the right to be represented by a NFFE Representative, an attorney, or other representative; and
 - (6) the right to make an oral and/or written reply and to receive a written decision with appeal rights.
- c. Decision: After full consideration of the case, where warranted, Management will remove or demote the employee. The decision will be concurred with by an official who is in a higher position than the official who proposed the action.

2. The decision letter to an employee stating that action under this Article will be taken will inform the employee of the option to appeal the action to the Merit Systems Protection Board or through the negotiated grievance procedure, but not both, and will inform the employee that he/she will be deemed to have exercised his/her option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under the applicable MSPB procedure. The decision letter shall include the time limits (number of days) to appeal under the negotiated grievance procedure and the Merit Systems Protection Board appeals procedure.

3. If the employee is the subject of an action based on unacceptable performance related to a disability, and the employee is eligible, files for disability retirement, and Management recommends approval, the Forest Service will delay the action to allow a

determination to be made concerning the disability retirement. When an application for disability retirement of an employee is approved, the employee, at his/her option, may use any available sick leave.

4. Stay of Action: The effective date of the action will be stayed ten (10) days from the date of the decision letter.

ARTICLE 22

Discipline and Adverse Actions

1. General: Management and the Union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential performance or conduct situations that could lead to disciplinary action.

2. Alternative Discipline:

- a. In accordance with the provisions of Chapter 751, Subchapter 4, of the Department Personnel Manual, the Forest Service encourages the use of Alternative Discipline whenever appropriate. Alternative Discipline provides an opportunity to manage case loads better, reduce administrative costs, and rehabilitate employees for productive Government service.
- b. Alternative Discipline agreements will promote the efficiency of the service and may contain nontraditional penalties such as community service, donation of annual leave to the leave transfer program, use of leave without pay instead of suspensions, or combinations of these or other agreed-to alternatives.
- c. The option to enter into an alternative discipline agreement is voluntary on the part of the employee. When offered an Alternative Discipline agreement, the employee will be informed in writing that he/she may discuss the Alternative Discipline agreement with a Union representative before signing.

3. Traditional Discipline:

- a. Discipline is defined for the purposes of this Article as any action taken against an employee that results in a letter of reprimand, suspension without pay, reduction in pay or grade, or removal from the Forest Service, except for performance actions taken under Article 21 of this Agreement.
- b. Disciplinary actions against employees must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable.
- c. The Union and Management agree that the objectives of discipline measures are to prevent the recurrence of misconduct, to correct employee behavior, to maintain morale among other employees, and to apply appropriate penalties.

d. Relevant factors to be considered by Management in setting penalties for major adverse actions listed in Section 5.d. include:

- (1) the nature and seriousness of the offense, and its relation to the employee's position and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
- (2) the employee's job level and type of equipment, including fiduciary role, contacts with the public and prominence of the position;
- (3) the employee's past disciplinary record;
- (4) the employee's past work record, including length of service, performance on the job, ability to get along with Federal workers, and dependability;
- (5) the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties;
- (6) the consistency of the penalty with those imposed upon other employees for the same or similar offenses;
- (7) the consistency of the penalty with the Penalty Guide;
- (8) the notoriety of the offense or its impact upon the reputation of the agency;
- (9) the clarity with which the employee was put on notice of any rules that were violated in the committing of the offense or had been warned about the conduct in question;
- (10) the potential for the employee's rehabilitation;
- (11) any mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of others involved in the matter; and
- (12) the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

4. Inquiry:

- a. Before issuing a letter of reprimand or a notice of proposed disciplinary action, the official issuing the letter or notice, or his/her designee, shall

undertake a preliminary inquiry to obtain pertinent facts relating to the disciplinary situation. The inquiry, where appropriate, will include a discussion with the affected employee.

- b. The employee may, in accordance with Article 4.2.b., be represented by the Union. Employees of the unit are entitled to Union representation at all discussions and upon request must be given an opportunity to secure a representative. If involved in a discussion with Management or an Agency Investigator, the employee may terminate the discussion and be allowed adequate time to secure a representative. Once Management has been notified that the Union is representing the employee(s) in reference to a specific matter, Management will notify the representative of any additional meetings with the employee(s) relevant to that matter. This notification will allow reasonable time for the representative to attend the meeting(s). A copy of any correspondence to the employee from Management will be sent to the Union representative at the same time as it is sent to the employee.
- c. When Management becomes aware of misconduct by an employee, the employee will be contacted immediately and instructed to discontinue the misconduct. When disciplinary action is initiated, it will be within a reasonable time period after the incident in question, or after Management knew or reasonably should have known of the incident. The two conditions stated above do not apply when an investigation is in process involving illegal activity that could result in charges of felonies or misdemeanors under the law. Management will not allow instances of misconduct to continue solely for the purpose of increasing the severity of a potential penalty.

5. Procedures:

- a. Letter(s) of Reprimand:
 - (1) Letter(s) of reprimand will be clearly titled and sufficiently specific to indicate why the letter is being issued and what the employee can do to improve or take needed corrective action. The employee will be advised of his/her grievance rights. The letter will advise the employee that the reprimand will be retained in the Official Personnel Folder for a period of one (1) year. At the time it is removed from the OPF, it will be returned to the employee in a confidential manner.
 - (2) Employees will be made aware in the letter of reprimand that another copy will be retained in the agency's official disciplinary case file in accordance with the Records Management Handbook. Employees will be afforded access to any closed disciplinary files pertaining to the employee.

b. Provisions Common to All Disciplinary Cases Taken Under 5 CFR 752:

- (1) In the event an employee is issued a notice of proposed disciplinary action, that employee must be afforded and made aware of all the rights and privileges due him/her and shall be given the opportunity to review the evidence that supports the charges.
- (2) The employee and/or representative will be granted a reasonable amount of official time to prepare an answer to any proposal. Arrangements for use of such time will be made in accordance with the provisions of Articles 4 and 5.
- (3) Time limits for the employee's response may be extended upon written request.

c. Suspension of 14 Days or Less: In addition to Section 5.b. above, the following applies to an individual in the competitive service who is not serving a probationary or trial period under an initial appointment or who has completed one (1) year of current continuous employment in the same or similar positions under other than a temporary appointment limited to one (1) year or less. Such an employee is entitled to:

- (1) at least seven (7) days' advanced written notice stating the specific reasons for the proposed suspension;
- (2) a reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
- (3) be represented by a NFFE representative, attorney, or other representative;
- (4) a written decision and the specific reasons at the earliest practicable date;
- (5) grieve the decision, if adverse, through the negotiated grievance procedure contained in Article 9. The written decision shall advise the employee of this right. If the employee chooses to use the negotiated grievance procedure, he/she must represent him/herself or be represented by the Union.

d. Removal, Suspension for More Than 14 Days, Furlough Without Pay for 30 Days or Less, or Reduction in Pay or Grade: In addition to Section 5.b., above, the following applies to an individual in the competitive service who is not serving a probationary or trial period under an initial appointment, or who has completed one (1) year of current continuous employment under other than a temporary appointment limited to one (1) year or less; and a preference eligible in the excepted service who has completed one (1) year

of current continuous service in the same or similar positions. Such an employee is entitled to:

- (1) at least thirty (30) days' advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
- (2) a reasonable time, never less than seven (7) days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
- (3) be represented by a NFFE representative, attorney, or other representative;
- (4) a written decision and the specific reasons at the earliest practicable date; and
- (5) a decision letter informing the employee of his/her option to appeal the action to the Merit Systems Protection Board or through the negotiated grievance procedure, but not both, and informing the employee that he/she will be deemed to have exercised his/her option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under the applicable MSPB procedure.

6. Action by the Deciding Official:

- a. After carefully considering the evidence and the employee's response, if any, including any mitigating factors, the deciding official shall decide:

- (1) to withdraw the proposed action;
- (2) to institute a lesser action; or
- (3) to institute the proposed action.

7. Copies: A duplicate of the letter of reprimand, notice of proposed action, and/or decision will be furnished to the employee.

8. Stay of Action: The effective date of the action will be stayed ten (10) days from the date of the decision letter.

9. Debt Collections:

- a. In matters involving both possible disciplinary action and fiscal liability for which a Bill for Collection may be issued, any disciplinary action will be decided prior

to issuance of the Bill for Collection. If fiscal liability is pending, the letter proposing disciplinary action will so state.

- b. In cases involving gross negligence, the letter proposing disciplinary action will contain notification explaining the reasons, charges of negligence determination, subsequent discipline, and the right to Union representation.
- c. A Notice of Intent to Offset Salary and a Bill for Collection establishing the dollar amount of the liability will be issued to the employee thirty (30) days in advance of collection action being initiated. The Notice of Intent will inform the employee of the nature and amount of the indebtedness, the intention of the Forest Service to collect the debt through deductions from pay, amount of installments for repayment, if any, and an explanation of the rights of the employee under the Debt Collection Act of 1982 (5 U.S.C. 5514), including the right to a hearing on the existence and amount of the debt and that a timely filing of petition for hearing will stay the collection proceedings. This constitutes the employee's grievance/appeals procedures.
- d. Notwithstanding the terms of this section, the issuance of a Bill for Collection will not be delayed if the delay would jeopardize the ability of the Government to collect any monies due it.
- e. The Forest Service will consider waiving collection of employee debts arising from administrative error or oversights in accordance with 4 CFR 104.3 and the regulations governing overpayment of pay based on fairness and equity.
- f. The Forest Service will normally request relief for accountable officers from GAO under circumstances where adequate recording and security facilities have not been provided or other extenuating circumstances exist as contemplated in FSM 6507.
- g. The employee may request a waiver in accordance with FSM 6507 for irregularities of less than \$500, that will be submitted to the appropriate official for resolution.

10. Termination of Probationary/Trial Employees:

- a. The Parties recognize that the probationary/trial period is an extension of the examining process.
- b. Terminations of probationary/trial employees for conduct or performance reasons will take place only when reasonable doubt exists as to the appropriateness of continued employment. Employees will have an opportunity to demonstrate their performance and conduct for continued employment to the fullest extent possible during their probationary period. If a decision is made to terminate an employee during the probationary period, a written notice will be issued to the employee containing the reasons for the action and its effective date. The reasons will include any agency conclusions on performance and/or conduct deficiencies.

- c. Discipline of probationary/trial employees will follow the same procedure as above, except the employee will be advised in writing of his/her right to grieve the decision, according to Article 9.

11. Termination and Discipline of Temporary Employees:

- a. The provisions of this section do not apply to termination due to lack of work, funds, or expiration of appointment.
- b. If performance is not satisfactory, the employee will be notified, in writing, of the reasons he/she will be terminated within seven (7) days unless he/she brings his/her performance up to a satisfactory level. Notice of termination for misconduct will be issued at least seven (7) days in advance, except for cases where the employee is being terminated for a crime for which imprisonment could be imposed or in cases where the employee is guilty of substance abuse or a threat to others. If the termination will also result in loss of rehire eligibility, a statement to that effect will be included in the termination notice.
- c. A notice of termination or discipline will be provided to the employee in writing and will contain the reasons for the action including notice of loss of rehire eligibility and will also advise the employee of his/her applicable grievance rights.

12. Cautionary Situations: Letters of warning (any letter that addresses a performance or conduct problem with the exception of Letters of Reprimand) will state the specific reasons that gave rise to the letter. When an employee has been recorded as AWOL, the employee will be so notified in writing. The notices above will inform the employees of their grievance rights. A letter of warning can be retained by the initiating supervisor in a confidential nonpermanent file. The original shall be given to the employee to whom it is directed.

ARTICLE 23

Permanent Seasonal Employment

1. Introduction: Seasonal employment is the proper Office of Personnel Management term for nontemporary employees in the competitive service who in the past were referred to as "When Actually Employed" (WAE). The terms of this employment are specified in 5 CFR Part 340, Subpart D.

2. Definition: Seasonal employment means recurring periods of work lasting less than twelve (12) months each year.

3. Before reporting for duty, other than full-time employees will be given the opportunity to understand and agree to the terms and conditions of their employment, that will be recorded in the applicable Employment Agreement. Permanent Seasonal Employment Agreement forms, i.e., format, items to be included, are negotiable at the lowest appropriate level. The employee will be given a copy of the Employment

Agreement and SF-50, that will reflect the terms of employment. At a minimum, the employment agreement must state the periods of pay and nonpay status, the basis and procedures for release and recall, information on the effects of intermittent pay status, if applicable, and benefits and entitlements. There will be no change in any terms of employment without notifying the employee and the Union. Upon request, the Local Union will be provided copies of employee's Employment Agreement.

4. For seasonal employees, the season will be defined as closely as practical to the actual work requirements so that an employee has a clear idea of how much work he or she can expect during the year.

5. If Management must permanently reduce the number of weeks a seasonal employee works below the minimum guaranteed pay periods per year specified in the employment contract, the employee will be informed in writing and given the opportunity to grieve, including the right to Union representation, if the employee believes the reason for the permanent reduction is arbitrary and capricious. If a reduction in the minimum guaranteed pay periods per year will be only for the current year, this temporary reduction is subject to furlough procedures as follows:

- a. Reduction in force (5 CFR Part 351) procedures must be followed if a furlough (temporary reduction in the minimum tour) is for more than thirty (30) days. If a furlough (temporary reduction in the minimum tour) is for thirty (30) days or less, it is subject to adverse action procedures (5 CFR Part 752) and the employee may grieve such action.
- b. However, if a furlough (temporary reduction in the minimum tour) is for one to thirty (1–30) days, it may be grieved through Article 9 or MSPB (but not both) and furloughs of more than thirty (30) days may go only to MSPB.

ARTICLE 24

Temporary/Term Employees

1. The provisions of this Article do not apply to termination or expiration of appointment resulting from lack of work or lack of funds. When a temporary employee is hired, he/she will be provided appropriate information on rehire eligibility. Rehire eligibility is eligibility for a noncompetitive appointment. The determination to appoint rehire eligibles will be made by Management according to the qualifications and suitability required by the positions.

2. Temporary employees who have been selected competitively and successfully completed their tour of duty will be eligible for rehire the next season without further competition in accordance with the provisions of the applicable authority. Rehire eligibility will remain in effect for up to three (3) years from the date of separation from the appointment on which eligibility is based.

3. Each employing office will have a list of temporary employees available and eligible for rehire or extension of appointment that will be used in planning next season's recruitment.
4. Those temporary employees not covered by the Performance Management System (Article 15 and 5 CFR Part 430) with at least fully successful performance, whether documented or not on a performance rating, will be eligible for performance awards per Article 17.
5. When the Forest Service rehires a temporary employee, the employee may be rehired to any position with the same series, grade, and qualification requirements as the original appointment and on the same major subdivision. A major subdivision is defined as Forest, Regional Office, Station, Area Office, or Washington Office for both position limitations and employee rehire eligibility. Employees will be given a copy of the SF-50 to document the rehire action.
6. The Forest Service will observe the time limitations for temporary employment in positions and successor positions. Successor positions for temporary positions are as defined in 5 CFR 213.104(b) and 5 CFR 316.401(c). When considering whether a position may be refilled or not, the time limits in the regulations apply to the same or successor positions in the same major subdivision and in the same commuting area. Commuting areas may be defined on a WO/Region/Station/Area/administrative unit-wide basis or locally. The commuting area definition must be reasonable considering the commuting patterns of current employees on the unit, typical weather and road conditions, typical applicant pools, and/or areas of consideration for advertisement.
7. Where required by Article 15, Management will provide the employee a performance appraisal at least seven (7) days prior to termination and will discuss whether the rating will affect chances of rehire. In conjunction with the appraisal, the employee will be advised of his/her right to grieve the rating. For notices of termination for misconduct, refer to Article 22.11.
8. When filling permanent positions from external sources, the units will give consideration, in accordance with applicable law, to qualified temporary employees who apply for said positions.
9. Temporary employees who are interested in rehire will be given the best available information prior to separation concerning their chances of rehire with that unit the following season. This will give them the opportunity to apply for other Forest Service positions for which they have no rehire eligibility, and be considered based on their qualifications. The list of temporary employees who have completed a successful season and have expressed an interest in rehire will be provided to the Local Union upon request.
10. Temporary and term employees who have an initial appointment of at least one (1) year will be advised in writing of any eligibility for the Federal Employees Health Benefit Program.

11. Competitive temporary recruitment notices for bargaining unit positions will be publicized on the local unit where the vacancy exists for a minimum of seven (7) working days prior to closing date. These may be in an abbreviated format stating title, series, grade, length of appointment, duty station, and opening and closing dates.

12. Separation or Reduction in Grade:

- a. In addition to the rights set forth in Article 22, temporary employees may seek reconsideration of the separation or reduction in grade based upon misconduct or poor performance by submitting the request in writing to the Forest Supervisor or other appropriate impartial official.
- b. The appeal shall be submitted within five (5) days of the effective date of the adverse action. The appropriate Management Official shall provide a copy of the request to the union within two (2) days of receipt.
- c. Upon the employee's request, a meeting shall be convened to consider information provided by the employee in support of his/her reconsideration request. The appropriate official will reconsider the action and reply to the employee within seven (7) days of receipt of the reconsideration request or meeting, whichever is later. This decision will be final. The employee shall have the right to Union representation throughout this procedure.
- d. The reviewing official will order appropriate remedial action if the adverse action was unwarranted. Participants in this process will have reasonable official time.
- e. This procedure shall be null and void should a change in law occur that will allow temporary employees use of negotiated grievance procedures.

ARTICLE 25

Equal Employment Opportunity

1. Equal Opportunity:

- a. Management and the Union will cooperate in providing equal opportunity for employment, training, and promotion of all persons and will not discriminate because of age, race, sex, religion, color, national origin, marital status, handicap, lawful political affiliation, or other nonmerit factors. The Parties agree to cooperate in providing equal opportunity for all persons in the implementation of Forest Service and Union programs.
- b. Each Party agrees to advise the other of equal opportunity problems of that they are aware. The Parties will jointly seek solutions to such problems. The President of the Forest Service Council and the Union's representative(s) to the Service-wide Civil Rights Committee and the

Associate Deputy Chief with program administration for Equal Employment Opportunity will meet at least annually or as deemed necessary by either party to discuss measures being taken in this area. This program will be administered in accordance with all applicable laws, regulations, and policies.

2. Civil Rights Advisory Committees:

- a. At least one member of the Service-wide Civil Rights Advisory Committee will be a Union representative. If at any time the Union representative changes, the Union will be allowed to have the outgoing representative and the incoming representative attend the same SWCRC meeting.
- b. At least one member of the Regional and Local Civil Rights Committees will be a Union representative. On line units where such committees are not functioning, the Union will be afforded the opportunity for predecisional involvement in dealing with EEO issues likely to affect bargaining unit employees. Use of the partnership councils for this purpose is encouraged.

3. The Parties recognize the need to share EEO complaint and dispute resolution program information among USDA Civil Rights Enforcement and Adjudication (CREA), the Union, and bargaining unit employees. Toward that end;

- a. CREA Counselor/Mediator contact information will be posted at all duty locations and kept current.
- b. A copy of the Master Agreement along with the names, addresses, and telephone numbers of Forest Service Council Executive Board members will be provided to every CREA counselor/mediator.
- c. Management and the Union will jointly develop an information sheet describing options available to the employee for resolving EEO complaints. When developed, this sheet will be distributed to all bargaining unit employees.
- d. If not provided by the CREA counselor/mediator, assistance in obtaining information on complaint processing will be available through the Region, Station, or Washington Office EEO complaint coordinator.

4. Employees or officials actively contributing to the advancement of equal employment opportunity practices may be recognized for their actions. The Union may nominate such persons for recognition.

5. The Union will be given an opportunity to negotiate on new or revised equal Employment Opportunity plans insofar as may be appropriate under the Act. Such negotiations may include long-term goals, general recruitment ideas, and methods of monitoring the program. Inclusion of training programs, bridge positions, and career ladders may also be negotiated. Designations of specific recruitment sources and

specific annual targets are examples of nonnegotiable matters. The Local Parties may negotiate additional procedures and processes for implementing affirmative action plans.

6. The Union may refer candidates for employment to Management.

7. Career Enhancement Program (Upward Mobility):

- a. The Parties are committed to use of the Career Enhancement Program, and will follow the policies and procedures described in applicable agency directives.
- b. Definition: The Career Enhancement Program is a program designed to focus personnel policy and practices on the development and implementation of specific career opportunities for employees who are in positions or occupational series that do not enable them to realize their full work potential.
- c. Eligibility: The program shall be open to all employees in single-interval series who do not meet OPM qualification requirements for the Career Enhancement target positions as follows: Career, Career-Conditional, Disabled Employees appointed under Schedule A and Veterans Readjustment Act.
- d. Structured individualized training plans will be developed for upward mobility candidates within the guidance of FSH 6109.12. Training plans will cover entry and intermediate levels pertinent to the target position.
- e. Promotions in the Career Enhancement Program will be handled in the same manner as that described in Article 16.4, unless the Individual Development Plan establishes different time frames.

8. Workforce Diversity: The Union will support the goal of becoming a multicultural organization with a diverse workforce.

ARTICLE 26

Employee Assistance Program (Concern)

1. General:

- a. The Forest Service shall maintain an employee assistance program meeting the requirements of applicable laws, regulations, and guidelines found in Public Laws 91-616 and 92-255. The Union and Management, including Local Parties, shall discuss and negotiate any Management-proposed changes or recommendations relative to the program for employees with

medical/behavioral problems. The program will be consistent with the provisions of the Forest Service Manual, Title 6143.

- b. Employee participation in the program shall be voluntary, though supervisors have a responsibility to identify poor job performance and refer an employee to this program as corrective action.
- c. An employee may bring a Union representative to any discussion in connection with this Article.
- d. Management will publicize the CONCERN Program on official bulletin boards, in orientation of new employees, and in CONCERN Program updates in EC.

2. Policy:

- a. The Parties acknowledge that the employee has the primary responsibility for maintaining acceptable performance and for taking any actions or treatment necessary to maintain it. When an employee sincerely seeks treatment in order to maintain or regain acceptable performance or conduct, Management will provide assistance, create an atmosphere of understanding, and attempt to remove the effects of social stigma associated with the problem.
- b. Management will attempt to provide employees with the appropriate assistance to overcome problems that contribute to poor performance or conduct.
- c. It is a basic function of a supervisor to identify poor job performance and to take corrective action.
- d. Management recognizes alcoholism, other drug dependencies, and mental illness as illnesses. Employees who have these illnesses will receive the same careful consideration and respect as employees who have other illnesses. The same consideration will be given to employees who have other personal problems that contribute to poor performance or conduct. Employees who may be affected by other employees or family members with these illnesses will receive the same careful consideration and respect.
- e. Diagnosis and treatment should be accomplished by referral of employees to outside professional treatment and assistance sources.

3. Responsibilities and Guidelines:

- a. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining his/her job performance, the supervisor will discuss the apparent difficulties with the employee.

- b. If the employee is unable to correct his/her job performance difficulties through his/her own efforts, Management will refer the employee to the Employee Assistance Program.
- c. The focus of corrective discussions by supervisors is restricted to the issue of job performance or conduct and the possible job-related consequences.
- d. Conduct that has medical aspects, such as conduct that evidences emotional disorder or impaired judgment, or alcohol or drug abuse, will be addressed as a medical problem in an effort to provide rehabilitation to the employee. An employee who refuses professional help or is unable to improve his/her performance or conduct with the assistance of a medical rehabilitation program may be subject to disciplinary action or separation.
- e. Supervisors shall consider the guidance of the referral sources in establishing reasonable expectations for recovery time of an employee.
- f. Participation in the program shall not jeopardize an employee's job security or his/her opportunity to compete for promotion.
- g. Sick leave is an appropriate form of leave for treatment or counseling sessions.
- h. The program advisor shall maintain an up-to-date listing of community facilities for treatment of medical/behavioral problems. Such listing shall include, when known, the cost of such services and eligibility requirements.
- i. In most circumstances, a disciplinary action may be held in abeyance if the employee enters an appropriate rehabilitation program and permits the counselor to report to management on the employee's attendance in the program, and if the employee is making observable progress in conduct and/or performance on the job.

4. Confidentiality: The confidential nature of records of employees with medical/behavioral problems shall be maintained. No release of information will be made by any Party without the employee's written consent.

ARTICLE 27

Safety and Health

1. General: The Parties mutually agree to cooperate in common efforts to create and maintain a safe and healthy workplace, and safe and healthy working habits and conditions to minimize accidents and to prevent lost worktime due to illness or injury. A safety and health program will be administered in accordance with FSM 6700 and Executive Order 12196. Employees involved in activities or representation pursuant to this Article shall receive official time for such activities.

2. Workplace Security: Workplace facilities occupied on a regular basis will have a written workplace security plan developed jointly by the parties at the local level. Each plan, notwithstanding national direction on workplace security, will be developed to meet local situations but, as a minimum, must address the following:

- a. occupant emergency plans;
- b. security of buildings and surrounding areas such as parking lots; and
- c. workplace violence.

3. Safety and Health Inspections: Management will conduct an annual safety and health inspection by qualified personnel of Forest Service facilities that are regularly used. The Local Union will be notified, and a Local Union representative will be given an opportunity to accompany the inspector. Management agrees to provide or make available to the Local Union, upon request, appropriate reports of safety inspections and reports of accidents and of occupational illnesses. All first aid kits will be part of this inspection and their contents shall be updated to published agency standards.

4. Local Safety and Health Programs: The Local Parties may agree through negotiations to establish safety and health programs such as:

- a. health services;
- b. preventive medicine and wellness programs; and
- c. smoking policies.

5. Safety and Health Committees:

- a. The Local Parties may establish, through negotiations, Local Safety and Health Committees to review local health and safety programs and formulate recommendations regarding ongoing problems and useful improvements. The following arrangements shall be negotiated:

- (1) size and composition of the Committee, including Union representation;
- (2) frequency and scheduling of Committee meetings;
- (3) selection of Committee Chair (by rotation, election, or appointment); and
- (4) publicizing of meetings and distribution or posting of agendas.

- b. Further details may be negotiated by the Local Parties.

6. Health and Safety Policies:

- a. Management will, to the extent feasible, provide safe and sanitary working conditions and equipment, in consonance with standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA). In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, Management shall post notices informing employees of the protections and obligations provided for in the OSHA.
- b. The Parties at the national level agree to meet annually to review a safety and health program and to make recommendations. This meeting may be combined with another national meeting as appropriate. Management agrees to provide the Union on a case-by-case request with available, relevant Agency information on safety and health insofar as is compatible with the Privacy Act.

7. Management agrees to provide any special and/or unusual safety equipment or supplies (such as personal protective clothing or equipment and devices) necessary as identified in an approved Job Hazard Analysis, or Table 3.3 of FSH 6709.11. The Union may negotiate at the local level the type of safety equipment and safety supplies defined as a result of the Job Hazard Analysis. A Job Hazard Analysis will be reviewed at least annually. At the employee's request, the Job Hazard Analysis will be reviewed between the employee and their supervisor. The Job Hazard Analysis shall be recorded on Forest Service form FS-6700-7. A copy will be provided to the employee and/or the Local Union upon request.

8. Management agrees to provide adequate lighting, heating, relative humidity, and ventilation in work areas in accordance with laws and regulations (e.g., OSHA) and will not permit employees to work for an unreasonable period of time in areas that do not meet these laws and regulations. If it is determined that heat, light, relative humidity, ventilation, and space are not adequate in any work area controlled by the Forest Service, corrective action will be taken to the extent feasible. In facilities not controlled by the Forest Service, such corrective action will be requested.

9. Management will, to the extent feasible, eliminate identified safety and health hazards. Whenever such conditions cannot be readily abated, Management shall inform the Union and the Parties shall arrange a timetable for abatement, including a schedule of interim steps to protect employees. Arrangements shall include notifications, warnings, relocation of employees, if needed, information to employees exposed to the hazardous conditions, and other steps the Parties may agree are necessary under the circumstance, such as holding informational meetings with affected employees.

10. The Parties, in the course of normal duties, shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate areas that may represent health hazards.

11. Unsafe Working Conditions:

- a. When an employee feels that he/she is subject to conditions so severe that even a short-term exposure to such conditions would be detrimental to health and safety, he/she should report the circumstances to the immediate supervisor. The supervisor shall inspect the work area or substance in question and analyze the situation to ensure that it is safe (or may be safely handled) before requiring the employee to carry out the work assignment. If any doubt regarding the safety of existing conditions is raised by the supervisor, an appraisal shall be obtained from the appropriate Management Official before proceeding. The Local Union will receive upon request a copy of any documentation of the inspection or appraisal of the alleged unsafe working conditions.
- b. If the supervisor determines an unsafe or unhealthy circumstance exists and the supervisor cannot correct the hazard, the supervisor will take preventive action as specified in Section 9 above. The employee or group of employees who continue to believe that work is being required under conditions that are unsafe or unhealthy beyond the normal hazards inherent in the operations in question have the right to file a grievance. An employee or the Union may request an OSHA inspection at any time. When exposure to a serious hazard requires immediate solution and it is not possible to obtain the supervisor's concurrence beforehand, an employee may temporarily avoid the hazard and promptly notify the supervisor. This does not include inherently hazardous activities for that advance preparations have been made, such as forest fire suppression. The provisions in this section also apply where an employee, untrained in law enforcement and not authorized to carry a firearm, is faced with danger from encounters with trespassers, *Cannabis* [marijuana] growers, invalid claim holders, and civil disturbances.

12. No employee will be required or permitted to handle potentially hazardous materials without the proper training and information as prescribed by Federal law or regulation. As required by laws and regulations (e.g., OSHA), a chemical exposure monitoring plan will be provided for employees working with hazardous materials that pose a threat of long-term physical damage, including appropriate medical examinations and testing at the agency expense.

13. Employees will be made aware of any exposure to hazardous materials when required by the OSHA Right To Know Regulation.

14. Management will make every reasonable attempt to ensure that hazardous or poisonous substances are properly marked and stored in accordance with Federal labeling and storage regulations. Upon discovery of noncompliance with Federal labeling and storage regulations, Management will immediately initiate corrective action.

15. **On-the-Job Injury or Illness:** Employees shall report to their supervisor all injuries or occupational illnesses that occur on the job. Management shall expedi-

tiously process and forward to OWCP all documentation required that is within the agency's control when an employee sustains an on-the-job injury or contracts an occupational disease. At the employee's request, copies will be sent to his/her doctor and the NFFE Local or other personal representative of the employee. Management agrees to provide employees with assistance in processing claims under the Federal Employees Compensation Act (FECA).

16. When employees are temporarily unable to perform their regularly assigned duties because of documented and confirmed illness or injury, but may be capable of returning to or remaining in a duty status, Management will detail such employees to work assignments management determines to be available and compatible with the employee's physical condition, or temporarily tailor the employee's regularly assigned duties to the physical limitations to the extent Management determines such changes are feasible and warranted.

17. Where documented medical evidence shows the work environment is contributing to a medical problem, Management will make every reasonable effort to place the employee in a suitable environment to protect the employee's health.

18. Video Display Terminals: Continuous operation of VDT's over extended periods of time may cause physical problems. Therefore, VDT operators will be provided periodic breaks away from the terminal during their work day. For example, operators may be provided a diversion in work of at least ten (10) minutes per hour away from the terminal. Ergonomic furniture and preventive devices such as wrist braces will be provided when identified in an approved Job Hazard Safety Analysis. A pregnant employee may request temporary assignment that does not require extended use of the VDT.

19. Bloodborne Pathogens Program:

- a. Direction and guidance pertaining to this program is contained in FSH 6709.12.
- b. Protective Equipment: All first aid kits in buildings and vehicles and those issued to employees with "first responder" duties will be readily available and contain, at a minimum, the protective equipment listed below:
 - (1) rubber gloves;
 - (2) face masks;
 - (3) eye protection;
 - (4) CPR clear mouth barrier; and
 - (5) contaminated material containers for employees cleaning up campgrounds.
- c. Two packets of the standard protective equipment (rubber gloves, face masks, eye protection, and CPR clear mouth barrier) will be a part of the standard first aid kit in all Government vehicles. Management will also endeavor to obtain and place packets of the standard protective equipment in buildings

with a significant risk of exposure to contaminated body fluids. The location of protection devices is subject to local negotiations.

- d. **Bloodborne Pathogens Testing:** When an employee believes he/she has been exposed to bloodborne pathogens in the line of duty, the employee will be encouraged to take the appropriate test within ten (10) days and to file the appropriate documentation (e.g., CA-1's and CA-2's). In any location where tests are not free, or where the employee has concerns about free testing clinics, the Forest Service will pay for the tests in accordance with regulations governing payment for employee testing.
- e. **Vaccinations:** The agency will comply with OSHA requirements for employer-provided vaccinations of employees at risk (e.g., Hepatitis-B vaccinations).
- f. No employee will be required to perform CPR or to expose himself/herself to body fluids without the appropriate protective equipment listed above, except at his/her own discretion.

20. Occupational Health and Safety Training: Management recognizes the need for training and orientation regarding occupational health and safety, including training on bloodborne pathogens, where appropriate, to ensure employees' safety and a minimum loss of worktime due to injuries. Management will inform all employees of safe working habits and practices appropriate to their job, with special emphasis on orientation of new employees. Additionally, supervisors will instruct employees in safe working habits, practices, and procedures in regard to specific job assignments. The Forest Service Health and Safety Code Handbook (FSH 6709.11) will be accessible to all employees.

21. Law Enforcement:

- a. Employees with law enforcement responsibilities will be properly trained and equipped to accomplish the job, providing for safety to employees and the public in accordance with FSM 5300. All employees with law enforcement responsibilities will be accorded training commensurate with those responsibilities as called for in FSM 5300.
- b. Employees with law enforcement responsibilities will normally be provided with radio contact or other provisions for adequate backup. When the Law Enforcement Officer is in a hazardous situation, he/she may temporarily absent himself/herself from the work situation with notification to his/her supervisor in accordance with Section 11 above.

22. Communications: Field-going employees subject to hazardous conditions will be provided with two-way radio contact when identified as necessary by a Job Hazard Analysis.

23. Accidents: In the case of a fatal and/or serious accident to an employee, the following procedure will be followed:

- a. No release to the media or public will be made until next of kin has been notified.
- b. The Union will be notified as soon as practicable. Management will consider allowing a Union representative to serve on the investigative team. The Union representative will be released in accordance with Article 5.6.
- c. OSHA will be notified immediately of any fatal accident.
- d. The Union will be provided copies of all reports and investigations upon request after the management review process is complete, normally within sixty (60) days of the incident, unless Government attorneys deny release, in which case, the union may seek the document pursuant to 5 USC 7114 (b)(4).

24. Union Safety Representative: In redeeming the responsibilities of this Article, Management will provide OSHA-type training to the individual designated by the Union. At a minimum, the training will consist of on-the-job training by a qualified Forest Service facilities inspector. When formal OSHA-type training is being offered locally, the Union designee will be included in the training if he/she has not had recent training of this type.

ARTICLE 28

Fire

1. Preamble:

- a. The Parties jointly and wholeheartedly are committed to "zero tolerance" of carelessness and unsafe actions and jointly agree to adopt and support the following firefighting code of safe practices:
 - (1) Safety comes first on every fire, every time.
 - (2) The ten (10) standard fire orders are firm. We don't break them; we don't bend them.
 - (3) All firefighters shall have the right to a safe assignment.
 - (4) Every firefighter, every fireline supervisor, every fire manager, and every Agency administrator has the responsibility to ensure compliance with established safe firefighting practices.
- b. The Parties agree that all employees are expected to perform wildfire suppression support as directed within their qualifications and physical capabilities.

2. Union Representation at Fire Camp:

- a. Officers of the NFFE Forest Service Council or their designees have the right to represent bargaining unit employees at all fire camps. The Forest Service Council may designate a sufficient number of representatives to assure up to twenty-four (24)-hour coverage, based on representational need, at any fire camp where Forest Service employees are present.
- b. The need for an on site Union representative(s) will be based upon anticipated or actual representational workload. If the Regional Vice President (RVP) or designee determines a need to send a Union representative(s) to a fire camp, he/she will contact the Regional Employee Relations Officer or designee. They will make arrangements for dispatch of the specified Union representative(s) designated by the RVP or designee to the fire. When a representative is dispatched, dispatch will be through the regular fire dispatch channels. Initially, one Union representative may be dispatched. Based on anticipated or actual representational workload, additional Union representatives may be dispatched to the fire.
- c. When a fire has reached a level of three hundred (300) individuals on a Forest Service fire or three hundred (300) Forest Service employees on other than a Forest Service fire, and a firecamp has been established, the RVP or designee will be notified. Notification to the Union will be within twenty-four (24) hours after staffing reaches three hundred (300). That notification will inform the RVP or designee of the location of the fire and the name of the Incident Commander. The Incident Commander will be notified of the name and EC address of the RVP or designee.
- d. If no representative(s) is dispatched to the fire, the RVP's or designee's name, telephone numbers, and EC address will be conspicuously posted in fire camp(s). If the need arises for an employee to contact the RVP, facilities will be made available to make this contact.
- e. Union representative(s) will check in with the Finance Chief or Comptroller on arrival at the fire camp, and will inform the Finance Chief or Comptroller when the representative(s) leave.
- f. Where there is a grievance arising from a situation on a fire, the time limit for raising that issue to the appropriate official will not begin to run until the day after the employee returns to his/her official duty station. If the grievant is dispatched to another fire or temporary duty assignment that prevents him/her from preparing and presenting a grievance in a timely manner, the time limit will be extended as stated in the first sentence of this paragraph.

3. Work Schedules: If it is necessary on the second day of a fire to deviate from an employees' established tour of duty, the first eight (8)-, nine (9)-, or ten (10)-hour tour, as appropriate, shall be used. On the second calendar day of a fire, the employee will be placed on a first eight (8)-, nine (9)-, or ten (10)-hour per day tour of duty. Fire

incidents involving less than one (1) calendar day will not affect an employee's established tour of duty; employees must be paid the appropriate overtime rate for any hours worked either before or after the employees' established tour of duty due to local fire incidents. A fire incident ends when an employee returns to project work.

4. Application of Hazard Pay for Prescribed Burns, Including Prescribed Natural Fire:

- a. Employees working on these assignments will be paid hazard pay if the burn goes out of control and is declared a wildfire.
- b. For the purposes of this section, the responsible line officer will certify in writing daily that a prescribed natural fire is within its prescription, and that adequate resources have been assigned to ensure that each fire will remain within prescription for the next twenty-four (24) hours, given reasonably foreseeable weather conditions and fire behavior. If these conditions cannot be met, it shall be declared a wildfire.
- c. For purposes of this section, a prescribed burn, other than prescribed natural fire, that goes out of control will be declared a wildfire by the responsible official when it exceeds prescription parameters and line holding capability and cannot be returned to prescription with planned resources. For example, spotting activity that is not readily controllable with planned resources will result in the prescribed burn being declared a wildfire.
- d. A written burn plan for any prescribed fire will be made available to the union upon request. This plan may provide additional conditions under that the responsible official may declare a prescribed burn to have become a wildfire.

5. Safety And Health:

- a. **Physical Fitness Test Procedures:** The Forest Service will provide a qualified Emergency Medical Technician (EMT) or first responder whenever the Step Test or other currently approved physical fitness test is administered as part of the Qualifications System. Employees who have health problems, are not feeling well at the time of the scheduled test, or have any problems that may affect their health will disclose the information to their supervisors or the test administrator prior to taking any physical fitness test. All persons actively involved in fire suppression shall meet all requirements for the duties assigned. Physical Fitness Tests will be voluntary except for those individuals whom management determines are necessary for the Fire Management Program.
- b. **Smokeyjumper Safety:**

- (1) Safety standards will be clearly written in Interim Directives and appropriate Handbooks and enforced as written.

- (2) The Parties recognize that recommended jumping altitudes will vary based on weather, visibility, and other variables. All jumpers will be fully trained in the use of the reserve chute, including a count leading to its deployment.
- (3) The minimum content of all Smokejumper training related to actual jumping will be predetermined, stated in writing, and covered during training.

- c. Rappelling: Safety standards contained in the USDA-USDI document entitled Interagency Helicopter Rappel Guide will be used to train employees involved in the use of this fire suppression technique.

6. National Wildfire Coordinating Group (NWCG): The Union will designate a representative as its liaison to work with the two (2) Forest Service members of the NWCG. Those two (2) members are the incumbents of the Director of Aviation and Fire Management and the Director of Forest Fire and Atmospheric Research in the Washington Office. The two (2) Directors and the Union liaison will jointly determine the process by which the Union will be involved with the Forest Service representatives of the NWCG and will report this process to the Forest Service Partnership Council for endorsement, initially and whenever a change in the process is being considered.

ARTICLE 29

Government-Furnished Quarters

1. Housing Occupancy Policy:

- a. Management will assign Government housing or quarters based on Management needs and availability. The assignment of Government housing or quarters is based in the first instance on the need to protect Government property and the need to render service to the public. The Local Parties will negotiate, at the Local's request, a housing occupancy policy applicable to local needs and conditions, that may be based on such things as seniority, family size, economic need, or other reasonable criteria. Housing or quarters rules and policies established by the Forest Service where occupancy is required as a condition of employment are negotiable at the local level. Issues related to rules and policies in all housing and quarters (including bunkhouses) may be addressed by Local Labor Management Committees or by Partnership Councils.
- b. Government housing and quarters occupied by employees will be inspected at least annually according to Article 27. Except when delay would cause immediate damage to employees' and/or Government property, occupant(s) will receive a ten (10)-day notice prior to inspections. Living quarters shall also be inspected for leaks of flammable fuels or any other safety or

sanitation hazards after any period of vacancy or a change in occupancy, immediately prior to reoccupancy by employees.

2. Searches: Government housing or quarters used by employees exclusively for residential purposes will not be searched without a search warrant unless the person who exercises dominion or control of a specific area, either individually or in common with others, consents freely and voluntarily, or the warrantless search is permitted by law. Residential areas include bedrooms, living rooms, kitchens, basements, bathrooms and other areas used solely for habitation. No coercion will be used to obtain permission to search housing or quarters. (This general statement does not modify, add to or subtract from the settlement agreements regarding searches in *NFFE v. Yeutter*, Case No. 88-3505, USDC DC, and *NFFE v. Madigan*, Case No. 92-0553, USDC DC, which are binding on the Parties.)

3. Quarters Inventory Survey: Management will notify the Union when a survey is being done and give the Union a reasonable opportunity to review the collected data, and also provide a copy upon request. When the Forest Service conducts a quarters inventory survey that includes an on-site visit, the Union will be given an opportunity to participate. Management will ensure that the Union's comments are considered in any assessments.

4. Implementation of Revised Rental Rates:

- a. When rental rates for Government-furnished quarters are revised, they will be implemented in accordance with OMB Circular A-45.
- b. If the rate increases, the occupant will be furnished a copy of the data element determinations on which the rental rate is based. The employee may grieve any determination under the provisions of Article 9.
- c. If the rate increase exceeds 50 percent of the existing rate, Management will stage implementation to increase the base rental rate quarterly over the course of one (1) year.

5. When an employee is working and living in an isolated area with only Forest Service transportation, that employee may transport unopened alcoholic beverages as part of his/her regular groceries, providing alcohol is allowed at the site.

ARTICLE 30

Training

1. General: The Parties recognize the value of a well-trained workforce and the need for a well-planned and -conducted training effort. The Parties agree that training efforts are to be aimed at improving job performance, providing for career development, or meeting Forest Service needs as determined by Management. The Parties further mutually agree to encourage employee self-development.

2. Scheduling: Recognizing the need for flexibility, Management retains the right to schedule and assign employees to training, determine the investment to be made in training, and select training methods and facilities. Management will endeavor to schedule training so that employees will not have to travel on weekends. For those employees enrolled in work-related classes not scheduled by Management, Management agrees to make a reasonable effort to enable an employee to adjust his/her work schedule if feasible, in order to attend. Programs to meet training needs at the local level, or revisions in existing programs will, at the Union's option, be negotiated at that level.

3. Union Training

- a. The Parties agree that a bank of hours of official time will be made available to each Local Unit each year to enable Union officials to attend Union training, provided the training is of benefit to the Forest Service and the Union in the administration of this Agreement. A minimum bank of hours will be allocated in the following manner:
 - (1) Local units with one hundred (100) or fewer bargaining unit employees: one hundred twenty (120) hours.
 - (2) Local units with more than one hundred (100), but fewer than two hundred (200) bargaining unit employees: one hundred sixty (160) hours.
 - (3) Local units with two hundred (200), but fewer than three hundred (300) bargaining unit employees: two hundred (200) hours.
 - (4) For Local units with more than three hundred (300) bargaining unit employees, an additional forty (40) hours is allowed for each additional one hundred (100) bargaining unit employees, or portion thereof.
- b. The count date will be made at the beginning of the first full pay period in July of each year. This bank of time is exclusive of any official time for training that is provided by some other provision of this Agreement. The Union agrees that training should be distributed among Union officials in an efficient manner and that each official will not normally receive more than forty (40) hours of training per year. Requests for official time must be submitted in writing at least one (1) week in advance of training to the local line manager or branch chief (for WO officials). The number of hours in a Local Unit's bank may be increased by mutual agreement of both Parties.
- c. A bank of ninety (90) hours per calendar year for contract administration training time will be provided for each officer of the Forest Service Council. The number of hours may be increased on an individual basis by mutual agreement at the intermediate or national level.

- d. Travel expenses, travel time, and per diem are included in allowed official time. The use of vehicles is authorized in accordance with the provisions of Article 7. Excluded are travel expenses and per diem for State, regional, or national NFFE conventions or FSC conventions and annual meetings, even though training may be part of the program.

4. Joint Training:

- a. Orientation of employees to the Master Agreement may be arranged by the Local Parties. The Parties at the intermediate level may agree to a suggested joint training outline that could be used at the local level.
- b. The Local Parties may mutually agree to request assistance of Forest Service Council officers in joint training sessions. Arrangements including use of official time for attending the above may be mutually agreed to at the intermediate level.

5. Records: Management agrees to place in the employee's Official Personnel Folder (OPF) an annual summary of training furnished by the employee, and to place in the employee's OPF records of any training done on official time.

6. Expenses: Management agrees to consider reimbursement of expenses incurred by an employee in attendance at officially approved work-related courses on his/her own time.

7. Use of Equipment: Management agrees to make available to all employees enrolled in approved training courses academic aids, such as desk calculators, typewriters, etc., if available on the premises of the activity at mutually agreeable times during the employee's on-duty and off-duty hours.

ARTICLE 31

Downsizing and Reorganization

1. Management will provide information to the Union about potential impacts that may cause the abolishment of positions in the bargaining unit. It will specifically discuss in advance with the Union plans for identifying individual positions for abolishment.

2. Management will inform the appropriate level of the Union of proposed reorganization as soon as it anticipates such an occurrence and prior to releasing official oral or written information to employees or the public. The intermediate and local levels shall arrange, upon request, procedures, including meetings, to facilitate the sharing of information and general reorganization problems that may arise during the life of this Agreement. Management incurs no bargaining obligation until a decision to reorganize is made per Section 4 below.

3. Notice: For the purposes of notification, a reorganization means a change in organizational structure and/or relocation of employees specifically defined as:

- a. the transfer, consolidation, or merger of two (2) or more line units at the Ranger District or research project level or above;
- b. the consolidation or merger of line units with those of another Federal agency;
- c. the merger of a function between two (2) or more line units at the Ranger District or research project level or above to a zone, area, or collocated operation, and shared services;
- d. the consolidation or merger of two (2) or more work units or functions within a work unit;
- e. physical relocation of ten (10) or more employees or ten (10) percent of the line unit, whichever is less; and
- f. realignment of all or part of the activities, assignments, or functions within a Local unit.

4. When Management determines to reorganize, it will notify the Union and negotiate as appropriate under Article 11.

ARTICLE 32

Surplus Employees Identification and Placement

1. Employee Placement During Reorganizations: Prior to the identification of surplus positions and employees, Parties at the appropriate level may develop and use a noncompetitive placement plan for employees affected by reorganizations. Any plan developed must conform with rules established by the National Parties to ensure general Service-wide consistency. When employee placement under such a plan has been completed and if surplus positions are then identified, other provisions of this Article will apply.

2. Definition of a Surplus Position: A surplus position is a position that Management has decided to abolish within the current or next fiscal year for lack of funds, lack of work, or elimination through reorganization.

3. Identification of Surplus Employees:

- a. When one (1) or more surplus positions have been identified within the same competitive area, same competitive level (as defined in Article 35.10), and same commuting area, Management will identify surplus employees in the order in Subsection d below:

b. Competitive Area:

- (1) For the purpose of this Article, "competitive area" is defined as follows:
 - (a) Washington Office employees in Washington, D.C., compete within the Washington, D.C., metropolitan area.
 - (b) Washington Office employees in satellite offices outside of Washington, D.C., compete within each individual satellite office.
 - (c) International Institute of Tropical Forestry employees compete Institute-wide.
 - (d) Law Enforcement & Investigations employees compete Region-wide within Law Enforcement & Investigations.
 - (e) Job Corps Center employees compete Center-wide.
 - (f) Regional Office employees compete Regional Office-wide.
 - (g) Employees of national forests compete Forest-wide.
 - (h) Employees of Research Stations compete Station-wide.
 - (i) Employees of State and Private Forestry compete Area-wide.
- (2) This definition of "competitive area" must be used unless both Parties at the national or intermediate level agree that its application is incompatible with their approved organization and would result in undue disruption to the surplus employee identification process. In such situations, parties at those levels may mutually agree to negotiate and establish a nonstandard definition. If the Parties can't reach agreement on a nonstandard definition, the standard definition in Subsection 3.b.1. will be used.

- c. For the purpose of this Section, "commuting area" is defined as an area including one or more duty stations in close proximity (normally ten [10] miles) to one another where, historically, transfers from one station to another preclude eligibility for transfer of station reimbursement.

d. The order of identification is:

- (1) employees who formally decide to retire;
- (2) employees who volunteer for outplacement (outside the Forest Service); and
- (3) employees according to service computation date starting at the bottom. (This ranking has no relationship to the Retention Register Ranking in Reduction-in-Force procedures.)

e. Notification: When Management identifies surplus employees, the affected employees will be notified by letter in person, if possible, including an explanation of the reasons why the position was identified as surplus and how the employee was identified as surplus. Included in the notification will be an Employee Data Sheet, Employee's Service Computation Date, and Employee Skill Sheet. A copy of this notice will be given to the Local Union.

f. Surplus Employee List:

- (1) All surplus employees identified in this Section will be placed on the Employee Placement System (EPS). The EPS is one national list of surplus employees. Within ten (10) days of receipt of the employee data sheet by the servicing personnel office, this list shall be updated and shall be accessible through the servicing personnel office. A copy of this list, including updates, will be given to the Union upon request.
- (2) Management will furnish each surplus employee with (a) an Employee Data Sheet describing the information needed from the employee, instructions on filling out the form, how the list works, and any condition under which their name may be removed from the system; and (b) an Employee Skill Sheet describing their qualifications. Employees will complete the Data Sheet and Skill Sheet and designate occupational and geographical preferences.
- (3) After the responses to the Employee Data Sheet and Skill Sheet are received, Management will discuss the questionnaire with each employee to ensure clear understanding of the geographical preferences shown. The Data Sheet may be modified at the request of the employee.
- (4) Surplus employees will remain in the Employee Placement System until they have been placed in a funded position or other action has been taken.

4. Placement of Surplus Employees:

a. Offers of Placement:

- (1) Employees will be counseled and afforded every opportunity to find a new position based on organizational needs, their career goals, and personal needs. Management will not harass or coerce employees who do or do not volunteer for reassignment, or who retire or resign.
- (2) In accordance with OPM guidelines, Management will consider waiving qualification standards of a position if the employee could meet the qualifications within three hundred sixty-five (365) days of occupying the position.
- (3) Surplus employees on details will be provided opportunities to continue placement efforts, with management affording them accommodations to mitigate any adverse affect created by the detail, e.g., physical isolation, access to communications, etc.

b. Management will offer surplus employees enrollment in placement assistance programs operated by other agencies for which they are qualified:

- (1) the Interagency Placement Program (IPP) for permanent employees in surplus positions administered by OPM and other Government-wide programs (e.g., Interagency Career Transition Plan);
- (2) the USDA Re-employment Priority List and Career Transition Assistance Plan; and
- (3) the Department of Labor Job Training Partnership Act programs.

c. Outplacement Services: Outplacement services for surplus employees may be negotiated at the appropriate level.

d. Use of the Employee Placement System (EPS) to Fill Vacant Positions:

- (1) When Management decides to fill vacancies, Management will first consider local placement options for surplus employees in their commuting area.
- (2) If the vacancy is not filled locally, qualified employees on the Employee Placement System (EPS) shall receive first consideration. Nonselection of employees from the EPS shall be based on legitimate job-related reasons. When more than one (1) surplus employee qualifies for a position, the position will be offered to the most senior employee unless a legitimate job-related reason exists to do otherwise.

Management shall endeavor to meet an employees' geographical preferences in the order shown on the Employee Data Sheet and occupational qualifications as reflected on the Skills Sheet.

- e. Voluntary Downgrade: When a surplus employee initiates or voluntarily accepts a move to a lower-graded position, grade and pay retention will be granted if the move has a positive effect on another employee and/or such action will assist Management in advancing its objectives and reduce or avoid adverse impacts on employees and the Agency's functions.
- f. Directed Reassignments:
 - (1) The Parties agree to the following procedures when Management exercises its right to make directed reassignments from the Employee Placement System (EPS):
 - (2) When directed reassignments are used to accomplish workforce reduction, Management will directly reassign qualified employees from the EPS.
 - (3) The employee will be given the opportunity to remain on the EPS for a period of not less than sixty (60) calendar days prior to receiving notification of a directed reassignment. During the sixty (60)-day period, Management will seek placement opportunities for the surplus employee based on organizational needs and employee needs and preferences.
 - (4) Employees who have been directly reassigned to another position within the Forest Service will be given the opportunity to return to their former or like position under the following conditions:
 - (a) Their former or like position has been reestablished.
 - (b) The position is not already encumbered by someone else with greater rights to the position.
 - (c) Management decides to fill the position.
 - (d) The opportunity exists for a two (2) -year period following the effective date of their directed reassignment.
 - (e) Employees will receive written notice of their return rights when they are notified of a directed reassignment. This notice will include space for employees to indicate whether they want to be afforded an opportunity to exercise return rights. Employees will be instructed to return the completed document to an appropriate management official within 30 days of the effective date of their reassignment.

- (5) If the reassignment is within a Forest, Job Corps Center, Washington Office, Regional Office, Area, Station, or Technology and Development Center, a copy of the notification will be provided to the Local. If the reassignment is between units, a copy of the notification will be provided to the Regional Vice President.
- (6) The effective date for directed reassignments will not be less than sixty (60) days from the notification date unless agreed to by the employee or the new position is in the same commuting area.
- (7) Management will pay transfer of station benefits for surplus employees who are given directed reassignments as authorized by Federal Travel Regulations.

ARTICLE 33

Furloughs

1. This Article sets forth procedures that will be followed if Management determines it necessary to furlough career employees because of lack of work or funds, or for other nondisciplinary reasons.
2. Management will notify the Union at the appropriate level(s), depending on the scope of a proposed furlough, at least fifteen (15) days before the employees are notified. At that time, Management will advise the Union of the reason for the furlough, the number, names, titles, series, and grade of all employees affected, and the measure that Management proposes to take to reduce the adverse impact on employees. The employees will be given specific notice (thirty [30] days' notice for furlough of less than thirty [30] days, sixty [60] days for furloughs in excess of thirty [30] days).
3. Furlough documents will be made available to the affected employee and to the Union.
4. The following matters involving furloughs are appropriate matters for negotiations between the Parties, but are not limited to:
 - a. the content of furlough notices;
 - b. the content of solicitation of volunteers for furlough;
 - c. scheduling of consecutive or nonconsecutive furlough days;
 - d. programs for counseling employees about furloughs and unemployment compensation, benefits, etc.;
 - e. provisions for keeping the Union informed of furlough developments;

- f. any effects on Union representation during the furlough;
- g. the process for recall from furlough.

5. Management will not schedule the number of workdays per week for the purpose of disqualifying furloughed employees from unemployment compensation.

6. Furloughs for More Than Thirty (30) Days:

- a. Where a furlough involves only a segment of an organization within a commuting area, and the furlough is for more than thirty (30) days, Management will consider the following:
 - (1) detailing or reassigning employees to vacant positions;
 - (2) restructuring of positions, including unfilled trainee positions, to allow adversely affected employees to fill positions; and
 - (3) waiving qualifications in order to assign an employee subject to furlough to a vacancy for which he/she might not otherwise qualify.
- b. Management will not fill a vacant position, except by internal placement, when an employee on furlough in the same competitive area is qualified and available for a position at the same or lower grade from which furloughed.
- c. If Management elects to use any of the above options in Section 6.a., the Local Union will be entitled to negotiate appropriate arrangements for implementation.

7. Identification of Furloughed Employees:

- a. Furloughs of Thirty (30) Days or Less:
 - (1) Volunteers: When it has been determined to furlough some, but not all employees in the same competitive level within one (1) bargaining unit, Management agrees first to solicit volunteers. If more volunteers are available than furloughed positions, selection will be based on the service computation date starting with the longest RIF service computation. Nonselection of volunteers will be based on legitimate job-related reasons.
 - (2) If a sufficient number of volunteers is not available for furloughed positions, selection for furlough beyond the volunteers will be based on service computation date starting with the least RIF service computation.

- b. Furloughs for More Than Thirty (30) Days: In accordance with 5 CFR 351 and OPM guidance.

8. Recall of Employees From Furlough:

- a. Furloughs of Thirty (30) Days or Less: When Management recalls employees to duty in the same competitive level within one (1) bargaining unit from which they were furloughed, it will be in order of service computation date ranking starting with the longest RIF service computation. Recall from furlough for placement in other competitive levels is determined by the qualifications, availability, and service computation date ranking of the furloughed employee.
- b. Furloughs for More Than Thirty (30) Days: In accordance with 5 CFR 351 and OPM Guidance.

9. Employees on furlough have rights at least equal to those they would have had if they had been separated and placed on the Reemployment Priority List.

10. Scheduling:

- a. For furloughs of thirty (30) days or less (short furlough), the total number of days that the employee may be furloughed shall not exceed thirty (30) days (if consecutive) or twenty-two (22) workdays (if not consecutive).
- b. Furloughs can be for consecutive or nonconsecutive days normally at the employee's option. Management will inform the employees how many consecutive days of furlough will qualify them for unemployment benefits. Management will consider employee personal needs such as child care and outside employment as relevant factors in determining which days will be worked during nonconsecutive furloughs. Furloughs will be recorded in the correct manner to ensure that unemployment benefits are afforded to eligible employees.
- c. Management may reduce the number of days of the furlough if it finds that fewer days are necessary due to changed circumstances. To increase the number of days, a new notice and identification process are required. The parties will negotiate as appropriate.

11. Leave During Furloughs:

- a. For hardship cases, Management will consider deferring a furlough for employees on sick leave.
- b. Regarding "use it or lose it" annual leave, the provisions of leave restoration will apply.

- c. Employees shall have the option of electing days of leave without pay (LWOP) in place of furlough.

12. Emergency Furloughs. Consistent with 5 CFR 752.404 (d)(2), advance written notice to employees with an opportunity to answer is not necessary for furlough without pay due to unforeseeable circumstances, such as equipment breakdown, acts of God, or sudden emergencies requiring the immediate curtailment of activities. When management is made aware of a possible government shutdown, it will:

- a. notify the Union and provide copies of any official notices received that advise the agency of a potential furlough; and
- b. provide bargaining unit employees potentially affected by such a furlough written information addressing their rights, benefits, and obligations.

13. Management may accept voluntary service to perform the work of a furloughed bargaining unit employee only if authorized by law.

ARTICLE 34

Transfer of Function

1. Transfer of Function (TOF): The transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected, or the movement of the competitive area in which the function is performed to another commuting area.

2. Identification of Positions and Employees for a Transfer of Function: The identification of positions and employees to be transferred will be accomplished by the following methods:

- a. Method 1: Functions that occupy the majority of an employee's time; or functions that control the grade of the employee's position.
- b. Method 2: When an employee is engaged in various functions that cannot clearly be identified by means of the position description, with the function that is transferring:
 - (1) Identification Method One must be used to identify each position to which it is applicable. Identification Method Two is used only to identify positions to which identification Method One is not applicable.
 - (2) Under Identification Method One, a competing employee is identified with a transferring function if:

(a) the employee performs the function during all or a major part of his/her worktime; or

(b) regardless of the amount of time the employee performs the function during his/her working time, the function performed by the employee includes the duties controlling his/her grade or rate of pay.

(3) Under Identification Method Two, competing employees are identified with a transferring function in the inverse order of their retention standing.

(4) The competitive area losing the function may permit other employees in the competitive area to volunteer for transfer with the function in place of employees identified under Identification Method One or Identification Method Two. However, the competitive area may permit these other employees to volunteer for transfer only if no competing employee who is identified for transfer under identification Method One or Identification Method Two is separated or demoted solely because a volunteer transferred in place of him/her to the competitive area that is gaining the function.

(5) Refer to 5 CFR 351 for further details.

3. Once a decision has been made to transfer a function, Management will seek volunteers only if employees identified under Method One or Method Two are not demoted or separated as a result of the volunteer being transferred. If there is more than one volunteer for a TOF position, the selection will be based upon ranking starting from the top of the retention register.

4. A competing employee has the right to transfer with a function if the alternative is separation or demotion.

5. Management will notify the Regional Vice President and Local Union of a proposed transfer of function at least fifteen (15) days before employees are notified. At that time, Management will advise the Local Union of the reason for the transfer of function; the number, names, titles, series, and grades of all employees affected; and the measures that Management proposes to take to reduce the adverse impact on employees. The affected employees will be given specific notice of the transfer of function at least forty-five (45) days before the effective date.

6. Upon request of either Party, negotiations on the content of notices (within the guidelines), definition of local commuting area, other procedures of the transfer of function, and arrangements for the affected employees will take place.

7. Competitive levels will be as described in Article 35, Section 10.

Reduction in Force

1. Policy:

- a. The decision to conduct a reduction in force (RIF) is a Management right. The implementation of a RIF will be administered by Management. The Parties consider RIF to be an action of last resort and will avoid RIF whenever and wherever possible. To minimize the adverse impact of a RIF on employees, Management will accomplish goals otherwise achieved by a RIF through attrition and/or cost reduction efforts whenever feasible before conducting a RIF. As a matter of policy in cases of budgetary insufficiency, Management will not resort to RIF until methods of cost reduction, to the extent feasible and not prohibited by law, have been exhausted to avoid RIF. Such methods might include every possible method of controlling discretionary expenditures such as but not limited to:
 - (1) innovative salary saving methods, e.g., leaving positions vacant to save salary costs, promotion freezes, offering leave without pay, furloughs;
 - (2) reduction of costs associated with contracting out;
 - (3) reduction of costs incurred related to volunteers; and
 - (4) reduction of expenses associated with travel, conferences, seminars, institutes, office furnishings, and purchases of supplies and equipment.
- b. Management will make the maximum effort to waive qualifications and make the maximum effort to place employees in vacant positions to avoid RIF. It will also offer to surplus employees their rights under the Department's CTAP or any other Government-wide placement program in effect.
- c. FPM 351 and DPM 351 procedures will be followed by Management in processing reductions in force.

2. Recognizing the Forest Service Council's interest in protecting and representing employees, Management will give the Council an opportunity to negotiate on the adverse impact and procedures to be used in a significant RIF that affects more than one Region or Station and to keep the Council informed of RIF developments. For RIF's involved in more than one Local Unit within a Region, Projects within a Station or Job Corps Centers, the FSC Vice President will be notified and given an opportunity to negotiate on the adverse impact and procedures to be used in a RIF and kept informed of RIF developments. For RIF's confined to one Local Unit, the Local Union

representative will be given an opportunity to negotiate on the adverse impact and procedures to be used in a RIF and be notified and kept informed of RIF developments.

3. Management will request USDA to approve early-out retirements in a significant RIF. The Union will be given an opportunity to give input into the letter submitted to USDA.

4. Notice:

- a. Management will notify the appropriate level of the Union and provide a copy of the request for approval for RIF. This notification will be given at least seventy-five (75) days before the effective date. This notification will include name, title, series, and grade of employees affected; efforts that have been taken to avoid the RIF; and expected outcomes of the RIF. Retention Registers will be made available to the Union as soon as they are developed, which will be at least sixty (60) days before the effective date.
- b. Sixty (60) days before the RIF effective date, Management shall provide the Union a list of all positions that are considered trainee or developmental for reduction in force purposes, together with the SF-50 showing name, position, and effective date of action assigning each incumbent to the position in question.

5. The affected employees will be given a specific RIF notice at least sixty (60) days before the effective date of the RIF. Retention Registers and other RIF documents will be made available to the affected employee.

6. Matters involving RIF are appropriate for negotiations between the Parties at the level processing the RIF including, but not limited to:

- a. the content of RIF notices;
- b. programs for training and counseling of employees;
- c. provisions for keeping the Union informed of RIF developments;
- d. outplacement programs;
- e. definition of local commuting area;
- f. the effects when Management decides to:
 - (1) reassign employees to vacant positions;
 - (2) restructure positions, including unfilled trainee positions, to allow adversely affected employees to fill them; and

- (3) waive qualifications in order to assign an employee subject to displacement to a vacancy for which he/she might not otherwise qualify.

- g. If negotiations are requested, the Parties are obligated to meet or otherwise communicate at reasonable times on a timely basis and bargain in a good faith effort to reach agreement. If issues remain unresolved, either Party may immediately request mediation. Should mediation fail to resolve those issues, the Federal Service Impasses Panel may be notified.

7. Management will give consideration on a case-by-case basis to requests from employees who have received RIF notices, for leave without pay (LWOP) up to a maximum notice period of ninety (90) days of combined duty and leave status, following issuance of the notice, if such an extension will protect employee rights or avoid administrative hardship. Management may also consider requesting approval from OPM for an extension beyond ninety (90) days where necessary to protect employee rights or to avoid administrative hardship. An amended notice includes the total number of days specified in the original notice plus the number of days of LWOP approved, not exceeding ninety (90) calendar days after the delivery of the original notice. If the employee does not accept an offer of another Forest Service assignment, such LWOP may be canceled.

8. Personnel Files: The Union and Management will jointly encourage each employee to see that his/her personnel file and employee data/skills documents (e.g., OF 612, resume, bio sketch, etc.) are up to date as soon as the RIF or reorganization is announced. Management will add to the personnel file appropriate changes or amendments requested by the employee. Both the personnel file and data/skills documents will be used to match employees with vacancies. Employees possessing skills in more than one area will designate those area(s) in which they wish to be matched for consideration for vacancies.

9. When a unit of the Forest Service determines that a RIF is necessary, a hiring freeze will be implemented during the life of the RIF for the competitive area and competitive levels involved in the RIF.

10. Definition of Competitive Areas and Competitive Levels:

- a. The Parties acknowledge that the current FLRA case law states that competitive areas are nonnegotiable. In the event the FLRA changes its position or is overruled, the Parties agree to renegotiate competitive areas. Further, the Parties agree that any agreement resulting from such negotiations will include those provisions found in Subsection b.
- b. Management has determined that the competitive areas that it will use in the event of RIF will be:
 - (1) Washington Office (WO) employees with WO duty station compete within the DC metropolitan area.

- (2) Employees of WO detached units (e.g., SDTDC, MDTC) compete within their detached unit.
 - (3) LE&I employees compete within LE&I Region-wide.
 - (4) Job Corps employees compete with other Centers within their respective National Forest System regional boundaries.
 - (5) Employees of Research Stations compete Station-wide.
 - (6) Regional Office employees compete Regional Office-wide.
 - (7) Employees of National Forests compete Forest-wide.
 - (8) IITF employees compete Institute-wide.
- c. In the event Management determines to change the foregoing competitive areas, it will notify the Union sufficiently in advance to permit predecisional discussion and input, using interest-based problem solving in partnership to address issues related to planned changes to the above described competitive areas. In addition, Management will provide sufficient notice to permit appropriate bargaining under Article 11 related to the proposed changes to the competitive areas.
- d. The Parties agree that OPM regulations fully define competitive level; generally, the competitive level consists of all positions in the same competitive area that are in the same grade (or occupational level) and classification series and that are similar enough in duties, qualification requirements, pay schedules, and working conditions so that the incumbent of one position could successfully perform the critical elements of any other position upon entry into it without any loss of productivity beyond that normally expected in the orientation of any new but fully qualified employee.
- e. In accordance with OPM guidelines, Management may waive qualification standards of a position if the employee could meet the qualifications within 365 days of occupying the position.

11. Reemployment Rights: Any employee separated through reduction in force will be offered reemployment to the first vacancy that Management determines to fill in the same competitive area that the employee qualifies for at the same or lower grade. If more than one separated employee is qualified for a particular vacancy, the offer will be made in retention standing order. If reemployment is below the employee's former grade level, the employee will have repromotion rights as provided in this agreement.

12. Repromotion Rights: If Management determines to fill the same position, the involuntarily demoted employee will be offered repromotion to the position or to intervening grades. The employee will retain repromotion rights to the grade level from which demoted. For other vacancies within the competitive area with the same or equal duties for which an

involuntarily demoted employee qualifies, the employee will be offered repromotion to the vacancy unless there is a legitimate job related reason for not repromoting the employee. In the event that more than one employee qualifies, the employee with the highest service computation date ranking will be offered repromotion first.

13. The effective date of the action will be stayed ten (10) days from the date of the decision letter.

14. Unless the RIF was caused by a decision to contract the work, Management will not contract out work previously performed by the abolished positions for a period of one (1) year without first offering the work to the employees separated from those positions.

15. Management will offer affected employees enrollment in the following placement assistance programs operated by other agencies for which they are qualified:

- a. the Interagency Placement Program (IPP) for permanent employees in surplus positions administered by OPM and other Government-wide programs;
- b. the USDA Reemployment Priority List; and
- c. the Department of Labor Job Training Partnership Act programs.

ARTICLE 36

Unemployment Compensation

1. The Parties recognize that unemployment is a high payroll cost with no productivity. It is also understood that the benefits governed by State laws vary greatly in their eligibility requirements and benefit amounts. The Parties agree to the following guidelines.

- a. Call-back of employees will be for legitimate job-related reasons and not for the purpose of disqualifying an employee from unemployment compensation.
- b. Printed information will be given to each less than full-time career employee and temporary employee that explains the State law on unemployment compensation and the consequences of refusing employment while receiving such compensation. These employees will be given this information annually. Seasonal and temporary employees will be given this information before starting their off-season.
- c. A permanent employee accepting off-season assignments in the Forest Service or other Federal agencies outside the commuting area, will be paid travel costs and per diem as provided in the Federal Travel Regulations. Should the work with another Federal agency be the result of a proper

second appointment, then travel and per diem might not be payable. If Government-owned or -leased quarters are available, they will be provided rent free and per diem will be at a reduced rate in accordance with established Region, Station, Area, or Forest policy.

- d. Offers of work outside the commuting area with the Forest Service, other Federal Agencies, or private industry:
 - (1) If an employee refuses an offer of work outside the commuting area during a period when unemployment compensation is being paid, the Forest Service will not appeal the continued payment of such benefits unless the Forest Service believes that State law disqualifies the employee because of such refusal. Similarly, the Forest Service will not contest the initial claim in eligibility by reporting such refusal unless the Forest Service believes that the refusal is disqualifying under governing State law.
 - (2) Offers of employment outside the commuting area will not be made for the purpose of disqualifying an employee for unemployment compensation.
 - (3) If a refusal is based on a genuine hardship situation for the employee, the Forest Service will not contest an unemployment claim.
- e. Management will provide affected employees with appropriate forms when available from the State and general information on how to qualify for unemployment compensation. Eligible employees are determined by the appropriate State or governmental authority.

ARTICLE 37

Human Resource Programs

1. In accordance with law, the Volunteer Program and other human resource programs will not displace employees or positions or their grade-controlling duties. No Forest Service employee will be required or requested to perform as a volunteer. Volunteers' or other enrollees' experience will not be used to give unfair preference or advantage for appointment to Forest Service positions. Employees will not be supervised by volunteers in supervisory positions.

2. Impacts:

- a. The Parties recognize that Human Resource Programs may impact the working conditions of bargaining unit employees. Furthermore, the Parties agree that adverse impacts, when identified by the Union, such as changes in

duties, responsibilities, training, safety, availability of other amenities, are subject for negotiations, upon request, at the local level.

- b. In order for the Union to determine adverse impacts, all available data concerning the use of volunteers or other enrollees, such as number of volunteers or enrollees, their assigned duties, work locations, periodic reports, or announcements will be provided the Union upon request. The Union will be informed where to request the data if not available locally.

ARTICLE 38

Contracting Out of Work

1. General:

- a. Management will follow the principles outlined in this Article when making decisions on contracting out of work.
- b. Management agrees to consult openly and fully with the Union regarding any commercial activity review of a function within the bargaining unit. Management agrees to comply with the provisions of Federal Acquisition Regulation 48 CFR Section 7.3 et seq., OMB Circular A-76, this Agreement, and other applicable laws, rules, and regulations concerning contracting-out.
- c. The Local Union will be notified at least thirty (30) days before beginning a cost-comparison study for any contracting out of work or a decision to contract out work that may affect employees. Management agrees to consider any timely input from the Union as to how work and materials could be reorganized in a more efficient manner. These views will be used during the cost-comparison study and in developing the Performance of Work Statement.

2. OMB Circular A-76:

- a. When an A-76 cost study is being conducted and when an advisory/steering group is established, Management will invite a Union representative to participate.
- b. The Union will be invited to participate in any training sessions on preparation of a commercial activity review.

3. Management will inform the Union of plans for proposed contracts, including personal services contracts, where formal bids or proposals are solicited or negotiated contracts that may affect the bargaining unit. Concerns by the Union regarding contracting of work that might affect the bargaining unit may be addressed through the Partnership Council or the Labor Management Committee at the appropriate level.

4. Management Study—Streamlining:

- a. To ensure cost savings and efficiency for the Forest Service, Management may find it appropriate to do cost-comparison studies for all work performed by employees before bid solicitations are offered or contracts are negotiated with private contractors. Such studies should indicate cost savings or other benefits as described in OMB Circular A-76.
- b. When cost-comparison studies involve discussion with employees, the Local Union will be given an opportunity to be present.
- c. On request, Management will give the Local Union a copy of performance indicators and job analyses. Unless it is confidential information that cannot be released prior to bid opening until made public, upon request, the Parties will meet and clarify the details of the proposal.
- d. Management agrees to consult with the Union on a regular basis, as agreed to between the Local Parties, during the development and preparation of the performance work statement.
- e. The Local Union will have thirty (30) days from the date the data were given or a meeting was held to propose streamlining options. The response time may be shortened if thirty (30) days is not practicable due to circumstances.

5. Performance of Work Statement (PWS): A copy of the Performance of Work Statement will be made available to the Local Union, upon request.

6. Upon request, Management will provide the Local Union representative with available information including, but not limited to, copies of:

- a. annual procurement plans including updates;
- b. bid solicitation; invitation for bid, or request for proposal;
- c. contract specifications;
- d. correspondence from higher authority directing the cost study;
- e. correspondence from Department of Labor regarding certification of a wage rate;
- f. the performance work statement;
- g. all changes to the performance work statement;
- h. bid abstract (including Government estimate after bid opening);
- i. statement of work; and

j. bid results, awarding dates, and time frames for implementation;

7. Management will provide an opportunity upon request for a Union representative in the "walk through" by bidders of the function undergoing a cost study.

8. The Local Union will be given the opportunity to attend public bid openings and review in-house estimates after the bid opening.

9. Management recognizes the "right of first refusal" required by OMB Circular A-76, Part I, Chapter 3(c) at I-18 (1983 ed.), that provides that the contractor will grant those Federal employees displaced by conversion to contract with the right of first refusal of employment openings created by the contractor. Refusing the right of first refusal, because of displacement due to contracting out, shall not deny a unit employee of any rights he or she might otherwise have under applicable RIF procedures.

10. **Appeals:** The Local Union may appeal the cost-comparison decision in accordance with the procedures set forth in FSM 1312 and OMB Circular A-76.

11. The Union has the right to grieve contracting out determinations in accordance with current case law at the time the determination is made.

12. Management will provide the Forest Service Council with a copy of the A-76 inventory at least annually.

13. If contracting out of work or streamlining adversely impacts bargaining unit employees, the Local Union and Management will negotiate, at the Local's option, per Article 11.

14. Management will exert maximum effort to find suitable employment for any displaced employees affected by contracting out decisions, per this Agreement.

ARTICLE 39

Voluntary Allotment of Union Dues

1. Any employee of the Forest Service who is a member of the NFFE and is included within one of the consolidated bargaining units covered by this Agreement may make a voluntary allotment for the payment of dues to the NFFE pursuant to the terms of the Agreement between the U.S. Department of Agriculture and the National Office, NFFE. (See Appendix B.) Management will notify all bargaining unit parties of any changes made in the NFFE/USDA Agreement.

2. Should the Agreement between the U.S. Department of Agriculture and the National Federation of Federal Employees concerning the voluntary allotment of Union dues not be continued or renegotiated at the time of any expiration date, then the Parties agree that the voluntary allotment of dues will continue until a new Agreement between the USDA and NFFE is negotiated.

3. For purposes of dues withholding, Management should not change the unit status of employees, unless a personnel action has been processed, without first discussing the issue with the Union. If there is a disagreement over the employee's status, Management should file a Clarification of Unit (CU) petition. Employees will remain in the disputed positions until such time as a decision is reached on the CU. Also, when an employee changes from one Local to another, Form AD-356, Dues Change Between Locals Within a National Labor Organization, must be completed. The gaining unit should process the Form AD-356 for employees transferring to an organized unit. The losing unit should process Form AD-356A, Cancellation of Withholding of Dues to Labor Organizations and Associations of Supervisors or Managers, for employees transferring to an unorganized unit or to a unit where the employee is no longer a member of the bargaining unit (i.e., professional employee to nonprofessional bargaining unit).

ARTICLE 40

Pilot Projects/Demonstration Projects

1. The Parties recognize the need for more efficient operations within the Forest Service and agree that experimenting with different ways of completing various activities can benefit this objective.

2. Definitions:

a. The definition of pilot project is any experimental/test project proposed and/or approved by the Washington Office that has a specific time frame and:

- (1) sets aside or waives an existing law; or
- (2) sets aside, waives, or changes an existing rule, regulation, or policy; and
- (3) affects working conditions and/or conditions of employment.

b. For experimental/test projects that are set up wholly within the Forest Supervisor's/Regional Forester's authority, this Article does not apply and the concerned parties have full bargaining obligations before any implementation.

3. Any areas of conflict with this agreement must be clearly identified before project initiation in the consolidated bargaining units; the Forest Service Council must waive application of the inconsistent terms. In the absence of such a waiver, the Pilot Project may not be instituted. Any provisions of a pilot project that are not in conflict with the Master Agreement may be negotiated as provided for in Article 11.

4. FSC Involvement:

- a. After a review of the project and approval of any area of conflict, the Parties agree that the Forest Service WO will keep the Forest Service Council informed of any development or changes to the following:
 - (1) where the project will be located;
 - (2) the area the project will encompass;
 - (3) how it will be initiated; and
 - (4) the time frame involved.
 - b. The Forest Service Council will be given an opportunity to be represented on any national task forces or steering committees that may result from the projects.
5. The Forest Service Council shall appoint a Union representative(s) to be the contact for Management in the area of the project. The Union representative(s) will negotiate with the area manager on Union participation, such as contacting employees working under the project for comments and input, problems encountered, employee morale, etc.
6. In the interest of efficiency and economy, the Parties will track such things as the cost of the project, the impacts on employees, employee morale during the project, and the savings effected.
7. The waiver or other agreement (per Section 2 above) will be provided to the affected Parties.

ARTICLE 41

Job Corps

1. The parties recognize the unique mission and Department of Labor–Forest Service relationship for the administration of the Job Corps Program within the Forest Service. Further, the parties understand that by the virtue of the program's mission there will be work situations that warrant special health and safety consideration for employees.
2. Any employee(s) who feel that a student is demonstrating aggressive behavior where the safety of the employee(s) is jeopardized, should immediately notify the on-duty supervisor. The on-duty supervisor will review the situation and take appropriate action in accordance with the DOL Policies and Requirements Handbook and agency policy, that in emergency situations may include calling appropriate Forest or local Law Enforcement for assistance. In a situation, outside the Center, where a supervisor

is unavailable and the situation is beyond the employee's reasonable ability to resolve, the employee may contact appropriate Forest or local Law Enforcement for assistance.

3. Centers will assure appropriate and reasonable security protection of employees against violence, including but not limited to lighting and staff coverage in accordance with Agency and Department of Labor guidelines and policies.

4. Centers will follow established DOL Policies and Guidelines of student/employee ratio. Additionally, Centers shall follow Agency policy and the DOL Policies and Requirements Handbook when a student's behavior has become disruptive or a threat to the safety of the employee(s). Implementation of changes in the DOL Policies and Guidelines that affect the working conditions of employees will be negotiated as appropriate.

5. All employees will be provided current safety and health training on bloodborne pathogens annually. New employees will be given the same training on risks and protections against bloodborne pathogens as part of their orientation program, normally within thirty (30) days after their reporting date.

6. If an employee believes that he/she has been exposed to a bloodborne pathogen within the work place, he/she will immediately inform their supervisor. Counseling will be provided at the request of the employee, through the Employee Assistance Program. Testing procedures will be followed under Article 27.

7. Center employees who feel they are suffering from stress may request reassignment or details under the terms of Article 4.8. The Forest will also consider request for job rotation to the Forest. Affected employees will also be advised of their coverage under OWCP when processing stress-related claims.

8. Changes to shift assignments will be kept at a minimum. When it becomes necessary to change an employee's shift for other than emergency purposes, the employee will be given at least a ten (10)-day advance notice. The employee may request to meet with the supervisor to discuss the impact of the changes on work and family matters.

ARTICLE 42

Personal Hardship

1. Any employee may request special consideration because of personal hardship. Personal hardship is an appropriate consideration in any management action affecting employees.

2. Hardships are situations, outside of the employee's reasonable ability to control, that affect the health and welfare of the employee or his/her family. Some examples of significant hardship are:

- a. a specific long-term medical situation where services or care are more accessible in a specific location;
- b. special education needs for children related to physical or mental disability;
- c. significant and recurring harassment or discrimination against the employee or his/her family at work or in the community; and
- d. specific situations related to marital status, such as divorce, reconciliation, sibling care issues, spousal placement (dual careers), etc.

3. Process:

- a. The employee may request assistance and advice through the Employee Assistance (CONCERN) Program, and may authorize the CONCERN counselor to share information regarding the hardship situation with management.
- b. The employee may present his/her case, through channels, to the management official having authority for the requested action. Where confidentiality is a legitimate concern, the employee may bypass his/her immediate supervisor.
- c. The Management Official will have authority to determine whether a hardship exists. Before making the final determination, the Management Official can request additional information from the applicant.
- d. Management will notify the employee as quickly as possible, but no later than thirty (30) days after, that the hardship request has been received, whether or not there is a hardship, and what is being done to satisfy the request.
- e. Confidentiality regarding an employee's hardship situation will be maintained to the extent possible.
- f. Alleged violations of the Article are grievable in accordance with Article 9.

ARTICLE 43

Employee-Attended Meetings

1. Employee-Attended Meetings may be:

- a. formal, or
- b. investigative.

2. Formal Meetings:

- a. A formal meeting is any meeting between one (1) or more representatives of the Forest Service and one (1) or more employees in a Local's bargaining unit concerning any grievance, personnel policy or practice, or any other general condition of employment.
- b. The Union Local will be given the opportunity to attend and to participate as the Local deems appropriate. Advance notification of formal discussions will be given to the Union.
- c. Employee meetings that cover personnel policy or practices or any other general condition of employment are generally considered formal meetings. Some examples are:
 - (1) family meetings;
 - (2) TQM or similar meetings;
 - (3) grievance meetings; and
 - (4) orientation meetings.

3. Investigative Meetings: An investigative meeting is any meeting with an employee conducted by a representative of the Forest Service in connection with an investigation. The employee has a right to Union representation if:

- a. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. the employee requests representation.

4. Employee Information: Article 4.2.c. provides for annual notification to employees of this right. An information sheet on the specific rights of employees during investigative interviews, jointly developed and updated by the Parties, will be included in the annual "Weingarten" reminder notice to employees. It will also be provided to Regional Special Agents for their information and use.

Agreement

1. Duration:

- a. The effective date of this Agreement shall be the date of approval by the Director of Personnel, Office of the Secretary of Agriculture, or on the 31st day after execution of this Agreement, if the Director of Personnel has neither approved nor disapproved the Agreement. It shall terminate three (3) years after the effective date. It will remain in effect for yearly periods thereafter, automatically renewing itself on the day after the anniversary of the termination date, unless either Party serves the other with written notice, not more than one hundred five (105) calendar days nor less than sixty (60) calendar days prior to the expiration date, of its desire to terminate or modify this Agreement.
- b. Upon receipt by either Party of notice from the other Party of its desire to terminate or modify this Agreement, both Parties shall meet within ninety (90) calendar days to begin negotiations. When either Party notifies the other Party that it wishes to modify this Agreement, this Agreement will be extended until the effective date of the modified Agreement. The provisions of any Article in this Agreement may not be reopened through the midterm bargaining process except by mutual agreement or where necessitated by statutory changes.


2. Printing and Distribution: The Washington Office of the Forest Service will print thirty thousand (30,000) copies of this Master Agreement. Each local Union will be provided with sufficient copies but no more than one (1) copy for every member and new employee of the bargaining unit as they occur at that location. Forest Service Council officers and the FSC Vice Presidents will be provided with an additional one hundred (100) copies each. The National Office will be provided twenty-five (25) copies.


3. The effective date and termination date of the Agreement shall be printed on the cover.

In witness thereof, the Parties hereto executed this basic Labor-Management Agreement on April 2, 1996. The effective date of this Agreement is May 6, 1996.

For the Forest Service:


Robert C. Joslin, R-8 Team Leader


R. Dale Nelson, WO

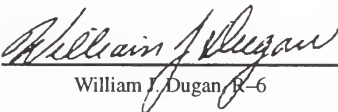

Wilbert L. Boyd Jr., RME


Michael F. McCartney, R-5

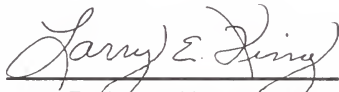

Randy G. Phillips R-8


Elizabeth Agapao, R-6


Peter L. Rockx, WO

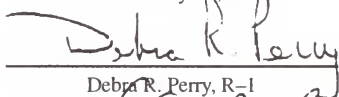

William J. Dugan, R-6

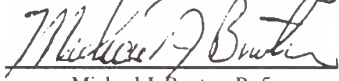
For the Union:


Larry E. King, President, NFFE-FSC


George E. Christopher, R-4


Shelia R. Dykes, R-8


Debra R. Perry, R-1


Michael J. Bunten, R-5


William J. McCutcheon, FPL


John J. Graber, R-9


Sara Senn, RMS

Facilitator: JEAN A. SAVAGE

Notetaker: KIM STRICKLIN, R-8

National Federation of Federal Employees Consolidated Units

Region 1, Northern Region

1. Regional Office, Regional Field Services Facility, and Aerial Fire Depot - NFFE Local 60

Included: In the Regional Office, Missoula, MT:

All nonprofessional, nonsupervisory GS and WG employees with continuing appointments of 6 months or longer; all professional employees with continuing appointments of 6 months or longer including those in excepted indefinite, excepted conditional, and temporary appointments.

In the Aerial Fire Depot, Aviation and Fire Management:

All permanent nonprofessional WG and GS employees.

In the Regional Field Services Facility, Missoula, MT:

All permanent full-time employees (including WAE employees with more than 6-month term).

Excluded: In the Regional Office and the Regional Field Service Facility:

All supervisors, managers, and others excluded by 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

In the Aerial Fire Depot, Aviation and Fire Management:

All professional employees, supervisors, managers, temporary employees, and others excluded by 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

2. Lolo National Forest-NFFE Local 60

Included: All professional and nonprofessional employees with continuing appointments.

Excluded: All supervisors, managers, guards, employees in excepted indefinite and conditional appointments, and others excluded by U.S.C. 7112(b)(2), (3), (4), (6), and (7).

3. Anaconda CCC-NFFE Local 1697

Included: All professional and nonprofessional employees at the Anaconda Civilian Conservation Center, Anaconda, Montana.

Excluded: Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, temporary personnel employed for less than 90 days, and supervisors and guards.

4. Bitterroot NF-NFFE Local 1492

Included: All professional and nonprofessional GS and WG employees with continuing appointments of the Bitterroot National Forest.

Excluded: Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors and guards, and temporary employees.

5. Trapper Creek CCC-NFFE Local 1492

Included: All professional and nonprofessional GS and WG employees with continuing appointments of the Trapper Creek Civilian Conservation Center, Darby, Montana.

Excluded: Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors and guards, and temporary employees.

6. Deerlodge NF-NFFE Local 701

Included: All professional and nonprofessional employees of the Deerlodge National Forest with appointment guarantees of 13 pay periods per year or more.

Excluded: All professional and nonprofessional employees with appointment guarantees of less than 13 pay periods per year; temporary employees; Management Officials; supervisors; and employees described in 5 USC 7112(b), (2), (3), (4), (6), and (7).

7. Clearwater NF-NFFE Local 1304

Included: All professional GS employees and nonprofessional GS and WG employees of the Clearwater National Forest with continuing appointments.

Excluded: Management Officials, supervisors, guards, persons engaged in Federal personnel work in other than a purely clerical capacity, and employees with temporary, excepted indefinite, or excepted conditional appointments.

8. Flathead NF-NFFE Local 1241

Included: All nonsupervisory GS and WG professional and nonprofessional employees of the Flathead National Forest.

Excluded: All Management Officials, employees engaged in Federal personnel work other than in a purely clerical capacity, supervisors and guards, and employees with temporary, excepted indefinite, or excepted conditional appointments.

9. Idaho Panhandle NF's-NFFE Council (Locals 1295, 1402, 1452, and 1818)

Included: All professional and nonprofessional employees, including regular seasonal temporary employees and temporary intermittent employees of the Nursery of the Idaho Panhandle National Forests.

Excluded: All Management Officials, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity, guards, and temporary intermittent and casual employees except those temporary intermittent employees of the Nursery.

10. Kootenai NF-NFFE Local 1398

Included: All nonsupervisory GS and WG professional and nonprofessional employees of the Kootenai National Forest.

Excluded: All Management Officials, employees engaged in Federal personnel work other than in a purely clerical capacity, supervisors and guards, and employees with temporary, excepted indefinite, or excepted conditional appointments.

11. Lewis and Clark NF-NFFE Local 1521

Included: All nonsupervisory professional and nonprofessional GS and WG employees, including regular seasonal employees, of the Lewis and Clark National Forest.

Excluded: Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, all temporary full-time employees with expectation of employment for a period of less than 90 days, and all supervisors and guards.

12. Nez Perce NF-NFFE Local 1436

Included: All nonsupervisory GS and WG employees on the Nez Perce National Forest with continuing appointments, including professionals.

Excluded: Managers, supervisors, guards, employees engaged in Federal personnel work in other than a purely clerical capacity, and temporary employees.

Region 2, Rocky Mountain Region

13. Regional Office-NFFE Local 102

- Included:** All nonprofessional full-time employees, part-time employees, temporary employees expected to be employed for over 90 days, employed by the U.S. Forest Service Regional Office, located in Lakewood, Colorado, and Regional Office personnel assigned to other locations in Colorado.
- Excluded:** Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors.

14. Black Hills NF-NFFE Local 927

- Included:** All employees of the Black Hills National Forest.
- Excluded:** Employees of the Boxelder Civilian Conservation Center, professional employees, employees engaged in personnel work in other than a purely clerical capacity, Management Officials, and supervisors and guards.

15. Rio Grande NF-NFFE Local 2004

- Included:** All professional and nonprofessional GS and WG employees of the Rio Grande National Forest.
- Excluded:** Supervisors, Management Officials, 30-day special need employees, and employees described in 5 U.S.C. 7112(b), (2), (3), (4), (6), and (7).

16. White River NF-NFFE Local 1947

- Included:** All nonprofessional GS and WG employees of the White River National Forest.
- Excluded:** Temporary employees with less than 90-day appointments, employees engaged in Federal personnel work in other than a purely clerical capacity, professional employees, Management Officials, confidential employees and supervisors as defined in the Federal Service Labor Management Relations Statute.

Region 3, Southwestern Region

17. Carson NF-NFFE Local 485

- Included:** All permanent and temporary GS and WG employees with an employment expectancy of 90 days or more employed by the Carson National Forest, Taos, New Mexico.

Excluded: Management Officials, professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, and guards.

18. Coronado NF-NFFE Local 346

Included: All permanent and temporary GS and WG employees with an employment expectancy of 90 days or more and employed by the Coronado National Forest, Tucson, Arizona.

Excluded: Management Officials, professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, and seasonal supervisors during that portion of the year when they exercise supervisory authority, and guards.

19. Coconino NF-NFFE Local 2112

Included: All nonprofessional GS, WG, and temporary employees of the Coconino National Forest, Flagstaff, Arizona.

Excluded: Professional employees, Management Officials, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

20. Tonto NF-NFFE Local 376

Included: WG, GS (including those with continuing appointments in excess of 1 year and temporaries for more than 90 days) nonprofessional employees of the Tonto National Forest in the State of Arizona.

Excluded: Supervisors, professionals, managers, persons performing Federal personnel work except in a purely clerical capacity, and guards.

Region 4, Intermountain Region

21. Regional Office-NFFE Local 125

Included: All full-time and less than full-time (with 6 months or more tour of duty), GS and WG nonprofessional and professional employees of the Intermountain Region Forest Service, USDA, Ogden, Utah, and detached units located at Boise, Idaho; Twin Falls, Idaho; Salt Lake City, Utah; Provo, Utah; South Weber, Utah; Clearfield, Utah; and Carson City, Nevada.

Excluded: All managers, supervisors, guards, and persons performing personnel work except in a purely clerical capacity.

22. Boise NF-NFFE Local 1753

Included: All professional and nonprofessional employees employed by the Boise National Forest.

Excluded: All Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors and guards, casual employees and special need employees hired for 30 days or less.

23. Bridger-Teton NF-NFFE Local 1290

Included: All nonprofessional employees employed by the Bridger-Teton National Forest, Jackson, Wyoming.

Excluded: All professional employees, Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, casual employees, special need employees hired for 30 days or less, and supervisors and guards.

24. Challis NF-NFFE Local 1499

Included: All professional and nonprofessional employees of the Challis National Forest with continuing appointments.

Excluded: All Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, and guards.

25. Dixie NF-NFFE Local 1976

Included: All professional and nonprofessional GS and WG employees of the Dixie National Forest.

Excluded: Supervisors, Management Officials, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, professional employees, employees primarily engaged in investigation or audit functions related to the work of other employees where those duties directly affect the internal security of the Agency and are undertaken to ensure the duties are discharged with honesty and integrity, and 30-day special needs employees.

26. Fishlake NF-NFFE Local 2039

Included: All professional GS employees of the Fishlake National Forest.

Excluded: Supervisors, Management Officials, nonprofessional employees, special needs employees hired for 30 days or less, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

27. Manti-LaSal NF-NFFE Local 2041

Included: All nonprofessional GS and WG employees of the Manti-LaSal National Forest.

Excluded: Supervisors, Management Officials, professional employees, employees hired for 30 days or less, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

28. Payette NF-NFFE Local 1435

Included: All Career/Career-Conditional GS and those under the Coordinated Federal Wage System, nonprofessional employees of the Payette National Forest, Forest Service, USDA, with the following tours of duty: permanent full-time; part-time with 1,040 hours or more scheduled per year; WAE (when actually employed) with a 13 pay period or more minimum guaranteed schedule of full-time work.

Excluded: All professional employees, Management Officials, supervisors, guards, and persons performing personnel work except in a purely clerical capacity.

29. Salmon NF-NFFE Local 1499

Included: All permanent full-time and permanent part-time, nonsupervisory employees on the Salmon National Forest.

Excluded: Management Officials, supervisors, guards, and persons performing personnel work except in a purely clerical capacity.

Region 5, Pacific Southwest Region

30. Regional Office-NFFE Local 1981

Included: All employees, GS and WG of the Region 5 Regional Office of the U.S. Forest Service, San Francisco, California, including all employees employed by the Regional Office and assigned to other locations within the Region.

Excluded: Supervisors, Management Officials, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

31. Angeles NF-NFFE Local 1650

Included: All nonprofessional employees of the Department of Agriculture, U.S. Forest Service, Angeles National Forest, Pasadena, California, including temporary employees with an appointment of 1 year or more.

Excluded: Managers, supervisors, guards, persons performing Federal personnel work in other than a purely clerical capacity, professional employees, permanent employees appointed for less than 13 full-time pay periods per year, and temporary employees with an appointment of less than 1 year.

32. Eldorado NF-NFFE Local 1781

Included: All professional and nonprofessional employees of the Eldorado National Forest.

Excluded: Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors and guards.

33. Inyo NF-NFFE Local 2081

Included: All nonprofessional and professional employees of the USDA, Forest Service, Inyo National Forest.

Excluded: Management Officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

34. Klamath NF-NFFE Local 1865

Included: All nonprofessional GS and WG employees of the Klamath National Forest including regular seasonal nonprofessional employees and seasonal nonprofessional supervisors during that portion of the year they exercise no supervisory authority.

Excluded: All Management Officials, professional employees, temporary employees whose appointments do not exceed 30 days, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, and seasonal nonprofessional supervisors during that portion of the year they exercise supervisory authority.

35. Lassen NF-NFFE Local 2153

Included: All professional and nonprofessional GS and WG employees of the Lassen National Forest.

Excluded: All Management Officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7), and 30-day special need employees.

36. Lake Tahoe Basin Management Unit-NFFE Local 1781

Included: All professional and nonprofessional employees of the USDA Forest Service, Lake Tahoe Basin Management Unit.

Excluded: All supervisor and manager employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

37. Los Padres NF-NFFE Local 2023

Included: All nonprofessional and professional GS and WG employees of the USDA Forest Service, Los Padres National Forest.

Excluded: All Management Officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

38. Mendicino NF-NFFE Local 2135

Included: All nonprofessional and professional employees of the Mendicino National Forest.

Excluded: Management Officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7) and 30-day special need employees.

39. Modoc NF-NFFE Local 1836

Included: All professional and nonprofessional employees at Modoc National Forest including all regular seasonal employees and seasonal supervisors during that portion of the year they exercise no supervisory authority.

Excluded: All Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, and seasonal supervisors during that portion of the year they exercise supervisory authority.

40. Plumas NF-NFFE Local 1995

Included: All nonprofessional and professional employees of the USDA, Forest Service, Plumas National Forest.

Excluded: Management Officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

41. San Bernardino NF-NFFE Local 1558

Included: All nonsupervisory, nonprofessional employees of the USDA, U.S. Forest Service, San Bernardino National Forest, San Bernardino, California.

Excluded: Management Officials, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity, guards, and professional employees.

42. Sequoia NF-NFFE Local 721

Included: All nonprofessional and professional employees of the USDA, Forest Service, Sequoia National Forest.

Excluded: Management Officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

43. Shasta-Trinity NF-NFFE Local 1771

Included: All nonprofessional and professional GS and WG employees of the Shasta-Trinity National Forest.

Excluded: Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, and supervisors.

44. Six Rivers NF-NFFE Local 1937

Included: All professional and nonprofessional employees of the USDA, Forest Service, Six Rivers National Forest.

Excluded: Management Officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Region 6, Pacific Northwest Region

45. Regional Office-NFFE Local 1888

Included: All nonsupervisory and professional employees in Regional Office, U.S. Forest Service, Portland, Oregon.

Excluded: Managers, supervisors, guards, employees engaged in personnel work in other than a purely clerical capacity, employees in grades below GS-7 holding supervisory job titles, temporary employees, and employees of mail room and reproduction section.

46. Colville NF-NFFE Local 1156

Included: Permanent employees on the Colville National Forest with continuing appointments, including professionals.

Excluded: Managers, supervisors, guards, persons engaged in personnel work in other than a purely clerical capacity, temporary and casual employees.

47. Deschutes NF-NFFE Local 1110

Included: All career and career-conditional employees of the Deschutes National Forest with tours of duty of 13 pay periods or more per year.

Excluded: Managers, supervisors, guards, and persons engaged in personnel work in other than a purely clerical capacity, and professional employees.

48. Ochoco NF-NFFE Local 1110

Included: All employees, including professionals, of the Ochoco National Forest.

Excluded: Management Officials, supervisors, guards, and employees engaged in Federal personnel work in other than a purely clerical capacity.

49. Fremont NF-NFFE Local 642

Included: All professional and nonprofessional employees of the Fremont National Forest.

Excluded: Management Officials, supervisors, 30-day special need employees; and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

50. Winema NF-Local 642

Included: All employees of the USDA Forest Service, Winema National Forest.

Excluded: Management Officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

51. Gifford Pinchot NF-NFFE Local 1373

Included: All professional and nonprofessional GS and WG employees employed by the Gifford Pinchot National Forest.

Excluded: Management Officials, employees engaged in Federal personnel work except those in a purely clerical capacity, guards, casual and intermittent employees, and seasonal employees who have no reasonable expectancy of reemployment.

52. Malheur NF-NFFE Local 447

Included: All professional and nonprofessional employees of the Malheur National Forest, John Day, Oregon, with appointments of more than 30 days.

Excluded: Management Officials, supervisors as defined in the Order, employees engaged in Federal personnel work in other than a purely clerical capacity, and employees with appointments of 30 days or less.

53. Mt. Baker-Snoqualmie NF-NFFE Local 34

Included: All professional and nonprofessional employees of the Mt. Baker-Snoqualmie National Forest with appointments of more than 30 days.

Excluded: Managers, employees engaged in Federal personnel work in other than a purely clerical capacity, and guards and supervisors.

54. Mt. Hood NF-NFFE Local 1968

Included: All professional and nonprofessional employees of the USDA, Forest Service, Mt. Hood National Forest.

Excluded: Management Officials, supervisors, 30 day special needs employees, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

55. Columbia River Gorge National Scenic Area-NFFE Local 1968

Included: All professional and nonprofessional employees of the USDA, Forest Service, Columbia River Gorge National Scenic Area.

Excluded: Managers, supervisors, guards, employees engaged in personnel work in other than a purely clerical capacity, employees in grades below GS-7 holding supervisory job titles, and temporary employees.

56. Okanogan NF-NFFE Local 1174

Included: All employees of the Okanogan National Forest.

Excluded: All professional temporary employees, Management Officials, supervisors, 30-day special need employees, and employees described in 5 USC 7112 (b)(2), (3), (4), (6), and (7).

57. Olympic NF-NFFE Local 2014

Included: All employees of the Olympic National Forest.

Excluded: Management Officials, employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7), and 30-day special need employees.

58. Rogue River NF-NFFE Local 2010

Included: All employees of the Rogue River National Forest.

Excluded: Management Officials, employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7), and special needs employees.

59. Siskiyou NF-NFFE Local 2085

Included: All employees of the Siskiyou National Forest.

Excluded: All Management Officials, employees engaged in Federal personnel work, special need employees; and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7).

60. Siuslaw NF-NFFE Local 454

Included: All GS and WG employees of the Siuslaw National Forest, including professional and temporary employees.

Excluded: All Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, and guards.

61. Umatilla NF-NFFE Local 271

Included: All employees on the Umatilla National Forest.

Excluded: Managers, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity, guards, professional temporary employees and professional permanent employees working less than 20 pay periods per year.

62. Umpqua National Forest - NFFE Local 2079

Included: All employees on the Umpqua National Forest.

Excluded: Management Officials, supervisors, enrollees of the Wolf Creek Job Civilian Conservation Center who are serving on temporary appointments, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

63. Wallowa-Whitman NF-NFFE Local 450

Included: All full-time professional employees and all full-time GS and WG nonprofessional employees with continuing appointments on the Wallowa-Whitman National Forest.

Excluded: Less than full-time professional employees, temporary and permanent seasonal nonprofessional employees, managers, supervisors, guards, and persons engaged in Federal personnel work in other than a purely clerical capacity.

64. Wenatchee NF-NFFE Local 758

Included: All professional and nonprofessional employees, including regular seasonal employees, of the Wenatchee National Forest.

Excluded: All temporary intermittent and casual employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management officials, and supervisors and guards.

65. Willamette NF-NFFE Local 457

Included: All professional and nonprofessional employees of the Willamette National Forest including temporary employees with an appointment of 30 days or more.

Excluded: Managers, supervisors, guards, persons performing Federal personnel work in other than a purely clerical capacity, casual and temporary employees with an appointment of 30 days or less.

Region 8, Southern Region

66. Regional Office-NFFE Local 2047

Included: All nonprofessional GS and WG employees of the U.S. Forest Service, Atlanta Regional Office.

Excluded: All professional employees, Management Officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

67. Chattahoochee-Oconee NF's-NFFE Local 1329

Included: All nonprofessional GS and WG employees of the Supervisor's Office and Ranger Districts of the Chattahoochee-Oconee National Forests.

Excluded: All professional employees, Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and guards and supervisors.

68. Alabama NF's-NFFE Local 1329

Included: All nonprofessional employees of the Forest Service, National Forests in Alabama.

Excluded: All professional employees, Management Officials, temporary employees with appointments of 90 days or less, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors.

69. Cherokee NF-NFFE Local 1930

Included: All nonprofessional employees of the Cherokee National Forest, Cleveland, Tennessee.

Excluded: All professional employees, the Job Corps Center, Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and guards and supervisors.

70. Jacobs Creek CCC-NFFE Local 1930

Included: All professional and nonprofessional employees of the Jacobs Creek Civilian Conservation Center located on the Cherokee National Forest.

Excluded: All Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, and all other employees of Cherokee National Forest.

71. Daniel Boone NF-NFFE Local 466

Included: All nonprofessional employees of the Daniel Boone National Forest, including seasonal employees.

Excluded: All professional employees, supervisors, Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

72. Pine Knot CCC and Frenchburg CCC-NFFE Local 466

Included: All professional and nonprofessional employees at the Frenchburg Civilian Conservation Center, Mariba, Kentucky; all professional and nonprofessional permanent full-time and part-time employees of the Pine Knot Job Corps Center, Pine Knot, Kentucky.

Excluded: All supervisors, Management Officials, and employees engaged in Federal personnel work in other than a purely clerical capacity, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

73. National Forests in Florida-NFFE Local 458

Included: All nonprofessional GS and WG employees in the Forest Service, National Forests in Florida.

Excluded: All professional employees, Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors and guards.

74. George Washington NF-NFFE Local 1867

Included: All nonprofessional GS and WG employees of the George Washington National Forest, Virginia.

Excluded: Temporary employees serving under appointments of 90 days or less without expectation of continued employment, professional employees, all management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, and confidential employees.

75. Jefferson NF-NFFE Local 1861

Included: All professional and nonprofessional GS and WG employees of the Jefferson National Forest, Virginia.

Excluded: Management Officials, supervisors, temporary employees serving under appointments of 90 days or less without expectation of continued employment, employees engaged in Federal personnel work in other than a purely clerical capacity, and confidential employees.

76. Flatwoods CCC-NFFE Local 1855

Included: All professional and nonprofessional GS and WG employees of the Flatwoods Civilian Conservation Center, Coeburn, Virginia.

Excluded: Management Officials, supervisors, temporary employees serving under appointments of 90 days or less without expectation of continued employment, employees engaged in Federal personnel work in other than a purely clerical capacity, and confidential employees.

77. National Forests in North Carolina-NFFE Local 1563

Included: All professional and nonprofessional employees assigned to the Supervisor's Office and Ranger Districts in the National Forests of North Carolina, including regular seasonal, or temporary employees.

Excluded: Employees of the Schenck and Lyndon B. Johnson Civilian Conservation Centers, Management Officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6), and (7).

78. Francis Marion and Sumter NF's-NFFE Local 1563

Included: All professional and nonprofessional employees of the Francis Marion and Sumter National Forests.

Excluded: Employees engaged in Federal personnel work in other than a purely clerical capacity, Management Officials, and supervisors.

79. Ouachita CCC-NFFE Local 1079

Included: Professional and nonprofessional employees of the Ouachita Civilian Conservation Center, Ouachita National Forest, U.S. Department of Agriculture, Forest Service.

Excluded: Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, temporary employees with appointments not to exceed 90 days, and guards and supervisors.

80. Ozark-St. Francis NF's-NFFE Local 1075

Included: All nonprofessional employees of the Ozark-St. Francis National Forests, U.S. Department of Agriculture, Forest Service.

Excluded: Professional employees, Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, temporary employees with appointments not to exceed 90 days, employees of the Cass Civilian Conservation Center, and supervisors and guards.

81. Cass CCC-NFFE Local 1075

Included: All professional and nonprofessional employees of the Cass Civilian Conservation Center, Ozark-St. Francis National Forests, U.S. Department of Agriculture, Forest Service.

Excluded: Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, employees with appointments not to exceed 90 days, and supervisors and guards.

82. Caribbean NF-NFFE Local 523

Included: All professional and nonprofessional employees of the U.S. Department of Agriculture, U.S. Forest Service, Caribbean National Forest, Rio Piedras, Puerto Rico, including temporary employees with appointments of 90 days or more.

Excluded: Management Officials, supervisors, and employees described in 5 USC 7112 (b)(2), (3), (4), (6), and (7).

Region 9, Eastern Region

83. Regional Office-NFFE Local 1920

Included: All employees of the Forest Service, Milwaukee Regional Office.

Excluded: All professional employees, Management Officials, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity, and confidential employees.

84. Golconda CCC-NFFE Local 1840

Included: All nonsupervisory professional and nonprofessional GS and WG employees of the Golconda Civilian Conservation Center, Golconda, Illinois.

Excluded: All supervisors, Management Officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors and guards.

85. Hiawatha NF-NFFE Local 2083

Included: All professional and nonprofessional GS and WG employees including regular, seasonal, and temporary employees of 30 days or more of the U.S. Department of Agriculture, Forest Service, Hiawatha National Forest, Escanaba, Michigan.

Excluded: All Management Officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

86. Huron-Manistee NF-NFFE Local 2086

Included: All GS and WG nonprofessional employees employed by the U.S. Forest Service, Huron-Manistee National Forest, USDA.

Excluded: All professional employees, Management Officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

87. Ottawa NF-NFFE Local 1928

Included: All nonsupervisory, nonprofessional GS and WG employees including temporary employees of the Ottawa National Forest.

Excluded: All Management Officials, supervisors, professional employees, employees engaged in personnel work in other than a purely clerical capacity, and other employees as defined by Executive Order 11491.

88. Shawnee NF-NFFE Local 2144

Included: All nonprofessional GS, WG, and temporary employees of the Shawnee National Forest, Harrisburg, Illinois.

Excluded: All professional employees, supervisors, management officials, confidential employees, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6), and (7).

89. Superior NF-NFFE Local 2138

Included: All professional and nonprofessional GS and WG employees of the Superior National Forest.

Excluded: All Management Officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

90. Blackwell CCC-NFFE Local 2137

Included: All nonprofessional permanent, full-time and part-time, employees of the Blackwell Civilian Conservation Center, Laona, Wisconsin

Excluded: All professional employees, Management Officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Region 10, Alaska Region

91. Alaska Region-NFFE Local 251

Included: All professional and nonprofessional U.S. Forest Service employees within the Alaska Region (Regional Office, Tongass National Forest, [Ketchikan Area, Stikine Area, Chatham Area] and Chugach National Forest).

Excluded: Management Officials, supervisors, guards, employees engaged in Federal personnel work in other than a purely clerical capacity as defined in Executive Order 11491, and all temporary (nonpermanent) employees.

Research

92. Forest Products Laboratory-NFFE Local 276

Included: All nonprofessional and professional employees of the Forest Products Laboratory, Forest Service, U.S. Dept. of Agriculture, Madison, Wisconsin and all permanent full-time and part-time Wage Grade employees of the Forest Products Laboratory, Forest Service, USDA, Madison, Wisconsin.

Excluded: All managerial officials, supervisors, temporary employees, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6), and (7).

93. Pacific Southwest Forest and Range Experiment Station-NFFE Local 2066

Included: All nonprofessional GS and WG employees of the USDA, Forest Service, Pacific Southwest Forest and Range Experiment Station.

Excluded: All professional employees, Management Officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

94. Rocky Mountain Forest Range Experiment Station-NFFE Local 1950

Included: All professional and nonprofessional employees of the Rocky Mountain Forest and Range Experiment Station, USDA, Forest Service.

Excluded: Temporary employees with less than 90-day appointments, employees engaged in Federal personnel work in other than a purely clerical capacity, Management Officials, confidential employees, and supervisors as defined in the Federal Service Labor Management Relations Statute.

International Institute of Tropical Forestry

95. International Institute of Tropical Forestry-NFFE Local 523

Included: All General Schedule nonprofessional employees of the USDA, International Institute of Tropical Forestry, Rio Piedras, Puerto Rico.

Excluded: All professional employees, Management Officials, supervisors, and employees described in U.S.C. section 7112(b)(2), (3), (4), (6), and (7).

Washington Office

96. Washington Office-NFFE Local 1919

Included: All GS and WG employees employed by and assigned to U.S. Department of Agriculture, Forest Service Headquarters, and located in the metropolitan area, Washington, DC.

Excluded: Professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, Management Officials, and supervisors and defined in the Order.

97. Missoula Technology and Development Center-NFFE Local 60

Included: All professional employees including temporary appointments for 6 months or longer and nonprofessional GS and WG employees with continuing appointments of 6 months or more stationed at the Missoula Technology and Development Center, Missoula, Montana.

Excluded: Management Officials, supervisors, guards, and employees engaged in Federal personnel work in other than a purely clerical capacity, and temporary employees of less than 6 months.

98. San Dimas Technology and Development Center-NFFE Local 1799

Included: All professional and nonprofessional GS and WG employees employed by the U.S. Forest Service, Technology and Development Center, San Dimas, California.

Excluded: Management Officials, supervisors, confidential employees, and employees engaged in Federal personnel work in other than a purely clerical capacity.

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF AGRICULTURE AND NATIONAL FEDERATION OF FEDERAL EMPLOYEES

The Parties to this memorandum, the National Federation of Federal Employees, hereinafter referred to as NFFE, and the U.S. Department of Agriculture, hereinafter referred to as USDA, enter into this agreement for the purpose of establishing a mutually beneficial dues withholding agreement.

1. This Memorandum of Understanding is subject to and governed by 5 USC 7115, by regulations issued by the Office of Personnel Management (5 CFR 550.301, 550.311, 550.312, 550.321, and 550.322), and will be modified as necessary by any future amendments to said rules, regulations and law. Reference is also made to DPM 550, Subchapter 3 for procedural guidance.

2. Any employee of the USDA who is included in a NFFE bargaining unit may make a voluntary allotment for the payment of dues to the NFFE. This Memorandum of Understanding shall be made a part of every current and future local and national agreement and shall be the only authorized method for obtaining dues withholding.

3. The employee shall obtain SF-1187, "Request for Payroll Deductions for Labor Organization Dues," from NFFE and shall file the completed SF-1187 with the designated NFFE representative. The employee shall be instructed by NFFE to complete the top portion and Part B of the form. No number shall appear in block 2 of the form except the employee's Social Security number.

4. The president or other authorized official of the Local Union or the National Secretary-Treasurer will certify on each SF-1187 that the employee is a member in good standing of NFFE; insert the amount to be withheld, and the Personnel Office of the USDA Agency involved. The Servicing Personnel Office shall certify the employee's eligibility for dues withholding, insert the NFFE code (01) and, within five (5) work days after receipt, transmit the SF-1187 in duplicate to the National Finance Center (NFC).

5. The NFC will process the dues deduction effective at the beginning of the first full pay period after NFC receives the SF-1187. The NFC will forward a copy of the SF-1187 to the NFFE National Treasurer at 1016 16th Street, N.W., Washington, D.C. 20036.

6. Deductions will be made each pay period by the NFC and remittances will be made promptly each pay period to the National Office of the NFFE. The NFC shall also promptly forward to NFFE, a listing of dues withheld. The listing shall be segregated by Local and shall show the name of each member employee from whose pay dues were withheld, the employee's Social Security number, the amount withheld, the code of the employing agency, and the number of the Local to which each employee belongs. Each Local listing shall be summarized to show the number of members for

whom dues were withheld, total amount withheld, and amount due to Local. Each list will also include the name of each employee member for that Local who previously made an allotment for whom no deduction was made that pay period, whether due to leave without pay or other cause. Such employees shall be designated with an appropriate explanatory term.

7. In lieu of the listings provided for in Section 6 of this Memorandum of Understanding, USDA agrees to provide the National Office of the NFFE a computer tape in a format to be agreed upon at such time as NFFE has the facilities to process tapes. USDA will be given two (2) months notice to implement this change.

8. The amount of dues certified on the SF-1187 by the authorized Union official (see Section 4) shall be the amount of regular dues, exclusive of initiation fees, assessment, back dues, fines, and similar charges and fees. One standard amount for all employees or different amounts of dues for different employees may be specified. If there should be a change in the dues structure or amount, the authorized Union official shall notify the appropriate Servicing Personnel Office. If the change is the same for all members of the Local, a blanket authorization may be used that includes only the Local number and the new amount of dues to be withheld. If the change involves a varying dues structure, the notification must include the Local number, the name and Social Security number of each member, and the new amount, of dues to be withheld for each member. The Servicing Personnel Office shall add the NFFE code (01) and promptly forward the certification to the NFC. The change shall be effected at the beginning of the first full pay period after the certification is received by the NFC. Only one such change may be made in any six month period for a given Local.

9. An employee may voluntarily revoke an allotment for the payment of dues by completing SF-1187, "Cancellation of Payroll Deductions for Labor Organization Dues," or by memorandum in duplicate and submitting it to the appropriate Servicing Personnel Office. The Servicing Personnel Office shall forward both copies of the revocation (SF-1187 or memorandum) to the NFC. The revocation will become effective as of the first full pay period after September 1, of each year provided that the revocation was received by the Servicing Personnel Office on or before August 15 of each year, and provided the employee verifies that he/she has had NFFE dues withheld for more than one year. The NFC shall forward to the NFFE National Office a copy of each revocation received as appropriate notification of the revocation.

10. The USDA will terminate an allotment:

- (a) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;
- (b) at the end of the pay period during which an employee member is separated or assigned to a position not included in a NFFE bargaining unit;
- (c) at the end of the pay period during which the Servicing Personnel Office receives a notice from the NFFE or a Local of NFFE that an employee member has ceased to be a member in good standing;

- (d) annually during the first full pay period after September 1, after receipt of the employee member's written revocation of allotment (SF-1187 or memorandum in duplicate), provided that the revocation is received by the Servicing Personnel Office on or before August 15 of each year, and provided the employee verifies that he/she has had NFFE dues withheld for more than one year.

11. The Servicing Personnel Office and the employee members have a mutual responsibility to assure timely revocation of an employee's allotment for NFFE dues when the employee is promoted or assigned to a position not included in a bargaining unit represented by NFFE. If the dues allotments continue and the employee fails to notify his/her Servicing Personnel Office, the retroactive recovery of dues withheld from NFFE shall not be made, nor shall a refund be made to the employee.

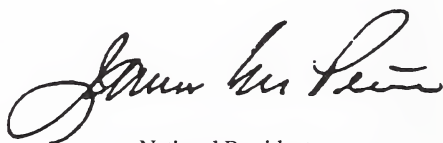
12. The parties to this agreement recognize that problems may occur in the administration of this agreement and the dues withholding program. The parties agree to exchange names, addresses and telephone numbers of responsible officials and/or technicians of NFFE and USDA to facilitate resolution of problems. These individuals shall cooperate fully in an effort to resolve any issue relating to dues withholding under the terms of this Memorandum of Understanding.

13. This Memorandum of Understanding shall remain in effect for as long as NFFE holds exclusive recognition in USDA, except that either party may propose amendments annually, before the anniversary date of the signing of this agreement.

Agreed to, signed at Washington, D.C. on October 20, 1983.



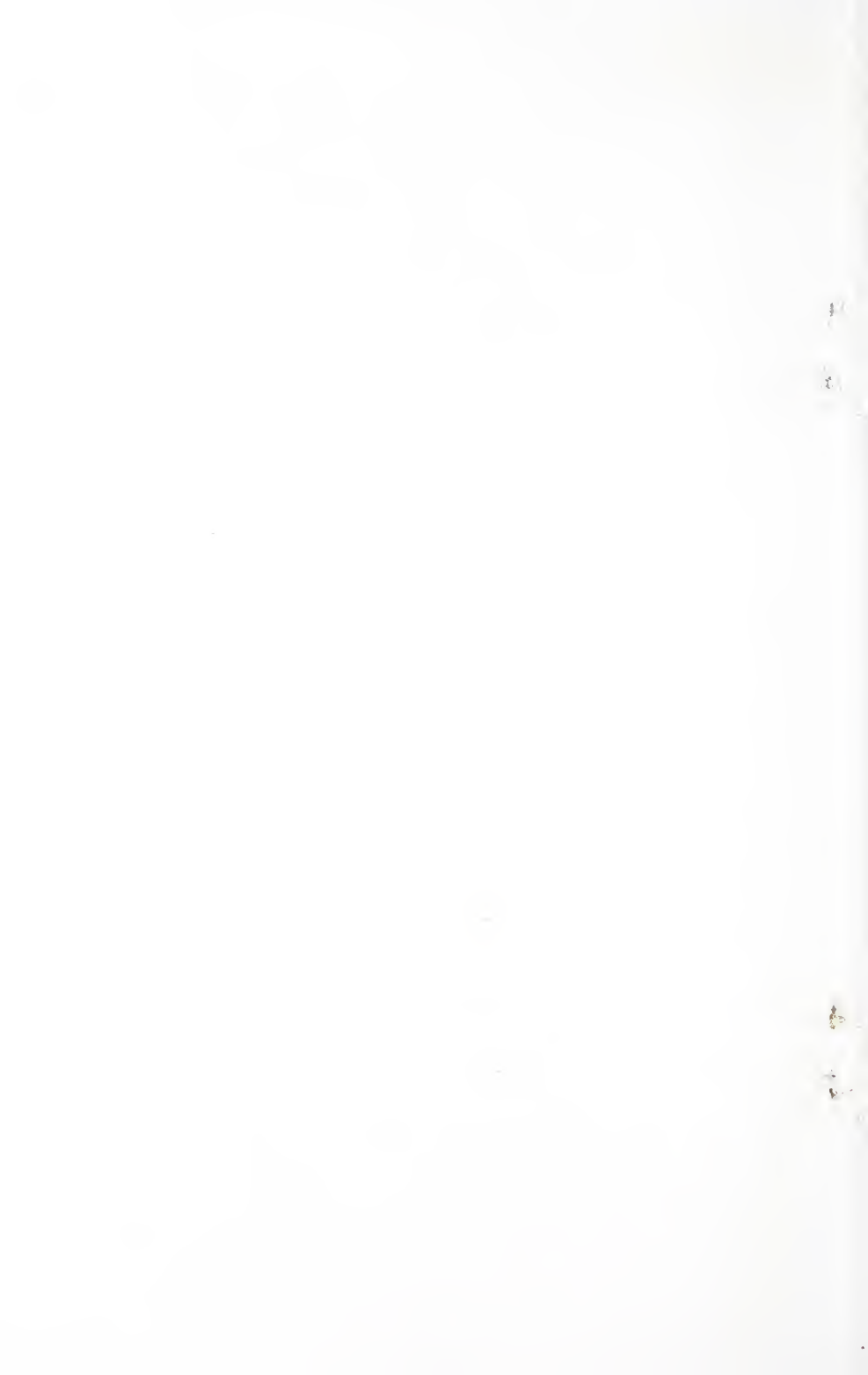
Director of Personnel
Department of Agriculture



National President
National Federation of
Federal Employees

ACRONYMS USED IN THE MASTER AGREEMENT

| | |
|-------|---|
| AAA | American Arbitration Association |
| ADR | Alternative Dispute Resolution |
| AWS | Alternative Work Schedule |
| CREA | Civil Rights Enforcement and Adjudication (USDA) |
| CU | Clarification of Unit Petition |
| DG | Data General (computer system) |
| DOL | U.S. Department of Labor |
| EC | Electronic Communications (system) |
| EEO | Equal Employment Opportunity |
| EEOC | Equal Employment Opportunity Commission |
| EMT | Emergency Medical Technician |
| EPS | Employee Placement System |
| FECA | Federal Employees Compensation Act |
| FLSA | Fair Labor Standards Act |
| FLRA | Federal Labor Relations Authority |
| FMCS | Federal Mediation and Conciliation Service |
| FPM | Federal Personnel Manual |
| FSC | Forest Service Council (National Federation of Federal Employees) |
| FSH | Forest Service Handbook |
| FSIP | Federal Services Impasses Panel |
| FSPC | Forest Service Partnership Council |
| FTR | Federal Travel Regulations |
| GAO | Government Accounting Office |
| ITTF | International Institute of Tropical Forestry |
| LE&I | Law Enforcement and Investigations |
| LMR | Labor Management Relations |
| LWOP | Leave Without Pay |
| MSPB | National Federation of Federal Employees |
| OPF | Official Personnel Folder |
| OMB | U.S. Office of Management and Budget |
| OPM | U.S. Office of Personnel Management |
| OSHA | Occupational Safety and Health Administration |
| OWCP | Occupational Workers Compensation Program |
| RIF | Reduction in Force |
| RO | Regional Office |
| RSAC | Regional Special Agent in Charge |
| RVP | Regional Vice President (FSC) |
| SWCRC | Service-wide Civil Rights Committee |
| TRF | Transfer of Function |
| TQM | Total Quality Management |
| ULP | Unfair Labor Practice |
| USC | United States Code (law) |
| USDA | United States Department of Agriculture |
| USDI | United States Department of Interior |
| WO | Washington Office |



* NATIONAL AGRICULTURAL LIBRARY



1022472575



1022472575

